



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA  
TUESDAY, MARCH 5, 2024  
6:00 p.m.  
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST  
DAVID J. WARD, MAYOR**

1. Call to order.
2. Pledge of Allegiance.
3. Roll call.
4. Adoption of agenda.
5. Public Comment on agenda items only.
6. Consideration of the following bills: General Fund – \$119,714.00, Capital Fund - \$15,583.95, Cable TV - \$5,573.35, TID #8 - \$7,404.95, TID #10 - \$39,637.45, and Solid Waste Enterprise Fund - \$1,528.00 for a grand total of \$189,441.70. [roll call]

**7. CONSENT AGENDA**

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

\* a. Approval of 2/20/24 regular Common Council minutes.

\* b. Place the following minutes on file:

- (1) Sturgeon Bay Utility Commission – 11/14/23
- (2) Sturgeon Bay Utility Commission Closed Session – 11/14/23
- (3) Sturgeon Bay Utility Commission – 12/12/23
- (4) Sturgeon Bay Utility Commission – 1/9/24
- (5) Police & Fire Commission – 2/5/24
- (6) Finance/Purchasing & Building Committee – 2/13/24
- (7) Local Transportation Board – 2/21/24

\* c. Place the following reports on file:

- (1) Fire Department Annual Report – 2023

\* d. Consideration of: Approval of Beverage Operator licenses.

\* e. Consideration of: Approval of 6-month Class B Beer license for Sternard Motorsports LLC.

\* f. City Plan Commission recommendation re: Approve a zoning map amendment from Single-Family Residential (R-1) to Two-Family Residential (R-3) for parcel #281-62-40000101A a 2.78 acre parcel located on the southeast corner of Utah Street and S. 18<sup>th</sup> Avenue.

- \* g. City Plan Commission recommendation re: Approve a zoning map amendment from Agricultural (A) to General Commercial (C-1) for parcel #281-62-11000109 a .81 acre parcel located on the south side of Alabama St across from the Nightingale Supper Club.
8. Mayoral Appointments.
  9. Second reading of ordinance re: Amend Section 9.05(3)(a)(1) of the Municipal Code – Tourist Rooming House.
  10. First reading of ordinance re: Rezone parcel 281-62-40000101A located on the southeast corner of Utah St. and S. 18<sup>th</sup> Ave.
  11. First reading of ordinance re: Rezone parcel 281-62-11000109 located at south side of Alabama Street.
  12. Resolution re: Dissolve the Waterfront Redevelopment Authority.
  13. Resolution Supporting Resilient Food System Infrastructure (RFSI) Program Application.
  14. Finance/Purchasing & Building Committee recommendation re: Approve the Development Agreement, as amended, with Cobblestone Hotels Development LLC extending the completion deadline to December 31, 2025.
  15. Finance/Purchasing & Building Committee recommendation re: Approve hiring Ayres Associates, Inc in amount not to exceed \$74,500.
  16. City Plan Commission recommendation re: Approve the revised zoning map and ordinance amendments related to Chapter 23 – Floodplain Zoning. Code.
  17. First reading of ordinance re: Repeal and recreate Chapter 23 – Floodplain Zoning Code.
  18. City Administrator report.
  19. Mayor's report.
  20. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 3-1-24

Time: 12:00pm

By: UM

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



DATE: 03/05/2024  
TIME: 6.  
ID:

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

6.

INVOICES DUE ON/BEFORE 03/05/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
LIABILITIES				
R0001820	CHRIST THE KING	DEPOSIT REFUND/CHRIST THE KING	01-000-000-23168	50.00
USBANK	US BANK	MSI CREDIT CARD TESTING	01-000-000-48250	1.00
TOTAL LIABILITIES				51.00
TOTAL GENERAL FUND				51.00
CITY COUNCIL				
USBANK	US BANK	BUSINESS CARDS/MAYOR	01-105-000-54999	37.96
TOTAL				37.96
TOTAL CITY COUNCIL				37.96
LAW/LEGAL				
16555	PINKERT LAW FIRM, LLP	01/24 TRAFFIC MATTERS	01-110-000-55010	4,225.00
16555		01/24 R KOLSKI MATTERS	01-110-000-55010	625.00
TOTAL				4,850.00
TOTAL LAW/LEGAL				4,850.00
CITY CLERK-TREASURER				
17700	QUILL CORPORATION	LETTER C END TAB LABELS	01-115-000-51950	18.98
TOURISM	DOOR COUNTY TOURISM ZONE COMM	ANNUAL REIMBURSEMENT	01-115-000-58999	47,066.96
USBANK	US BANK	GFOA ANNL DUES/CLARIZIO	01-115-000-56000	170.00
USBANK		WMCA DUES/REINHARDT	01-115-000-56000	65.00
USBANK		FOLDER LABELS	01-115-000-51950	35.76
TOTAL				47,356.70
TOTAL CITY CLERK-TREASURER				47,356.70
ADMINISTRATION				
USBANK	US BANK	DESK ORGANIZER	01-120-000-51950	41.13
USBANK		AUDIBLE	01-120-000-56000	15.77
USBANK		TAPE/PAPER/FRAME	01-120-000-51950	60.68
USBANK		ORGANIZATION SUPPLIES	01-120-000-51950	23.49
TOTAL				141.07
TOTAL ADMINISTRATION				141.07
COMPUTER				
04696	DOOR COUNTY TREASURER	01/24 TECH SUPPORT	01-125-000-55550	148.19
HEARTBUS	HEARTLAND BUSINESS SYSTEMS, LLC	MNTLHY MICROSOFT AZURE DIRECT	01-125-000-55550	1,135.32
HEARTBUS		AV UPGRADE-PMO	01-125-000-55550	23,325.00
USBANK	US BANK	ZOOM	01-125-000-55550	63.99
TOTAL				24,672.50
TOTAL COMPUTER				24,672.50
CITY ASSESSOR				
ASSO APP	ASSOCIATED APPRAISALS	03/24 CONTRACT	01-130-000-55010	4,750.00
TOTAL				4,750.00

INVOICES DUE ON/BEFORE 03/05/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
CITY ASSESSOR				
TOTAL CITY ASSESSOR				4,750.00
Engineering				
USBANK	US BANK	LASER LEVEL ROD	01-145-000-52700	268.94
USBANK		UW MADISON/CONFERNCE-SHEFCHIK	01-145-000-55600	1,095.00
USBANK		DSPS RENEWAL/SPETZ	01-145-000-56000	56.24
USBANK		CELL PHONE SVC/CHAD	01-145-000-58250	38.59
TOTAL				1,458.77
TOTAL Engineering				1,458.77
PUBLIC WORKS ADMINISTRATION				
USBANK	US BANK	CELL PHONE SVC/MIKE & STEVE	01-150-000-58250	77.18
USBANK		CELL PHONE SVC/PHIL & RYAN	01-150-000-58250	77.18
TOTAL				154.36
TOTAL PUBLIC WORKS ADMINISTRATION				154.36
CITY HALL				
04575	DOOR COUNTY HARDWARE	FASTENERS	01-160-000-51850	2.96
04575		LOCK EASE	01-160-000-51850	9.99
04575		FASTENERS/TAP PLUG/DRILL TAP	01-160-000-51850	19.74
05500	ENERGY CONTROL AND DESIGN INC	GLYCOL SAMPLE	01-160-000-58999	127.50
23730	WPS	02/24 421 MICHIGAN ST	01-160-000-55600	1,713.08
BLISS	LIFESTYLES BY BLISS, INC	1ST QTR PUBL C RESTRM MAINT	01-160-000-58999	2,250.00
USBANK	US BANK	VACUUM PARTS/AMAZON	01-160-000-54999	39.15
VIKING	VIKING ELECTRIC SUPPLY, INC	EMERGENCY LIGHT	01-160-000-55300	29.99
TOTAL				4,192.41
TOTAL CITY HALL				4,192.41
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	01/24 TECH SUPPORT	01-199-000-58200	129.22
EDGEWATE	EDGEWATER RESOURCES LLC	NAUTICAL DR WTRFRNT PLNNING	01-199-000-57000	1,816.00
PULSE	PENINSULA PULSE	01/24 LEGAL NOTICES	01-199-000-57450	1,052.02
PULSE		02/24 LEGAL NOTICES	01-199-000-57450	745.15
US BANK	US BANK EQUIPMENT FINANCE	02/24 W4572 FIRE COPIER	01-199-000-55650	105.28
US BANK		02/24 W4572 FIRE COPY OVERAGE	01-199-000-55650	43.25
US BANK		02/24 W6640 ADMIN COPIER	01-199-000-55650	121.25
USBANK	US BANK	1099 TRANSMIT/TAX BANDITS	01-199-000-58999	64.25
TOTAL				4,076.42
TOTAL GENERAL EXPENDITURES				4,076.42
POLICE DEPARTMENT				
15890	PACK AND SHIP PLUS	EVIDENCE TO CRIME LB	01-200-000-57250	18.41
19959	SUPERIOR CHEMICAL CORP	MEGA WIPES/SOAPY HANDS	01-200-000-51950	148.89
US BANK	US BANK EQUIPMENT FINANCE	02/24 W4120 POLICE COPIER	01-200-000-55650	223.37
USBANK	US BANK	WI CHIEF POL CONF REG/HOUGAARD	01-200-000-55600	275.00
USBANK		CONF MEAL/HOUGAARD	01-200-000-55600	12.76
USBANK		LODGING/HOUGAARD	01-200-000-55600	198.00
USBANK		FBINAA DUES RENEWAL/BRINKMAN	01-200-000-56000	115.00
USBANK		CONF LODGING/BRINKMAN	01-200-000-55600	198.00
USBANK		CONF MEAL/BRINKMAN	01-200-000-55600	20.48

INVOICES DUE ON/BEFORE 03/05/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
POLICE DEPARTMENT				
TOTAL				1,209.91
TOTAL POLICE DEPARTMENT				1,209.91
POLICE DEPARTMENT/PATROL				
06592	FOX VALLEY TECHNICAL COLLEGE	P.I.T COURSE/ZACH	01-215-000-55600	165.00
19915	SUNSHINE HOUSE	PAPER SHREDDING SVC	01-215-000-54999	28.00
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	BRAKE LIGHTS/CAPT VEH	01-215-000-58600	7.01
BEHAVIOR	BEHAVIORAL ANALYSIS & SECURITY	TRAINING/SNOVER	01-215-000-55600	200.00
USBANK	US BANK	PBLC SAFETY CADET MMBRSHS RENW	01-215-000-58999	30.00
USBANK		WEBSITE HOSTING RENEWAL	01-215-000-58999	359.88
USBANK		UNIFORM BELT/CRABB	01-215-000-52900	98.95
USBANK		CYBERCRIMES CONF REG/MIELKE	01-215-000-55600	100.00
USBANK		WEBSITE DOMAIN RENEWAL	01-215-000-58999	24.00
TOTAL				1,012.84
TOTAL POLICE DEPARTMENT/PATROL				1,012.84
POLICE DEPT. / INVESTIGATIONS				
03101	CDW GOVERNMENT, INC.	2 THERMAL PRINTERS	01-225-000-57950	682.84
03101		10FT USB-A/C	01-225-000-57950	38.90
USBANK	US BANK	FLEET 3 CAMERA WINDSHLD MOUNTS	01-225-000-57950	60.00
TOTAL				781.74
TOTAL POLICE DEPT. / INVESTIGATIONS				781.74
FIRE DEPARTMENT				
FIRE DEPARTMENT				
03806	CUMMINS NPOWER, LLC	E707 FILTERS	01-250-000-53000	352.98
13320	JEFFERSON FIRE & SAFETY, INC	BREATHING AIR ANNL TEST/SVC	01-250-000-56250	1,675.00
14875	NWTC GREEN BAY	FIREFIGHTER EXAM/M NAZE	01-250-000-55600	80.00
14875		FIREFIGHTER EXAM/J VASALLO	01-250-000-55600	80.00
15890	PACK AND SHIP PLUS	SHIPPING REPORTS	01-250-000-54999	7.15
15890		SHIP T 724 HEADSET TO SETCOM	01-250-000-56250	23.35
23730	WPS	02/24 656 S OXFORD AVE	01-250-000-56600	221.89
EXTREME	EXTREME ENTERPRISES	STARTER	01-250-000-53000	250.00
EXTREME		MOTOR	01-250-000-53000	200.00
INTERSPI	INTERSPIRO, INC	SCBA REPAIR	01-250-000-56250	104.55
QUALITY	QUALITY TRUCK CARE CENTER INC	ENGINES BRAKE PADS	01-250-000-53000	296.98
USBANK	US BANK	DPF ENGINE FILTER	01-250-000-53000	350.00
USBANK		ASSORTED SUPPLIES	01-250-000-54999	331.36
USBANK		ASSORTED SUPPLIES	01-250-000-54999	74.50
USBANK		ASSORTED SUPPLIES-CREDIT	01-250-000-54999	-41.99
USBANK		FLIR IN TRUCK CHARGER	01-250-000-53000	1,071.00
USBANK		12/23 DATA	01-250-000-58250	552.16
USBANK		COMMAND VEHICLE CENTER	01-250-000-53000	225.00
USBANK		11 VEHICLE FIRST AID KITS	01-250-000-52350	522.39
USBANK		2 SPRING CONFERENCE REG.	01-250-000-55600	450.00
USBANK		SHOE INSOLES/WRITT	01-250-000-52900	28.95
USBANK		DRONE LICENSE	01-250-000-56000	5.00
USBANK		STORAGE BINS	01-250-000-54999	43.96
USBANK		AIR TEST KITS	01-250-000-56250	718.57
USBANK		12V BLOWER MOTOR PUMP HEATER	01-250-000-53000	69.58
USBANK		BLEACH/LAUNDRY SOAP	01-250-000-54999	100.20
TOTAL FIRE DEPARTMENT				7,792.58
TOTAL FIRE DEPARTMENT				7,792.58
SNOW REMOVAL				



INVOICES DUE ON/BEFORE 03/05/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
SNOW REMOVAL				
SNOW REMOVAL				
04575	DOOR COUNTY HARDWARE	MAIL BOX	01-410-000-51400	22.99
04575		MAILBOX/ADHESIVE NUMBERS	01-410-000-51400	78.15
06005	JFTCO, INC	COVER	01-410-000-51400	237.92
06005		COVER	01-410-000-51400	183.28
06005		WEAR STRIP	01-410-000-51400	273.88
06005		WEAR STRIP	01-410-000-51400	123.20
06005		WEAR STRIP	01-410-000-51400	105.86
USBANK	US BANK	SNOW FENCE	01-410-000-51400	239.97
USBANK		RUBBER STRIPS	01-410-000-51400	57.00
TOTAL SNOW REMOVAL				1,322.25
TOTAL SNOW REMOVAL				1,322.25
STREET SIGNS AND MARKINGS				
04575	DOOR COUNTY HARDWARE	STAIN COVER	01-420-000-52550	35.99
04575		PAINT	01-420-000-52100	49.99
TOTAL				85.98
TOTAL STREET SIGNS AND MARKINGS				85.98
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	GREASE/TOOL	01-450-000-52150	90.74
04545		SHOP LIGHT	01-450-000-52150	159.00
04545		LED SEALED BEAMS/LED LGHT	01-450-000-52150	349.10
04545		FILTERS	01-450-000-53000	66.27
04575	DOOR COUNTY HARDWARE	SPRAY PAINT	01-450-000-52150	48.93
04575		SAW BLD	01-450-000-52150	59.99
04575		SUPPLIES	01-450-000-52150	5.97
04575		CABLE TIES	01-450-000-51400	24.98
04575		HOSE NOZZLE	01-450-000-51400	14.99
04575		FASTENERS	01-450-000-51400	0.40
04575		RECEPT DPLX	01-450-000-51400	7.59
04575		PLASTIC PAINT MIXER	01-450-000-52150	7.59
04575		CHAIN LINK	01-450-000-52150	4.59
04575		SPRAY PAINT	01-450-000-52150	83.88
04575		PRO EXT POLE	01-450-000-52150	34.99
04575		DOWEL	01-450-000-52150	7.99
04575		SCRAPER W/BLADE	01-450-000-52700	11.98
04575		SPRING SNAP/ELEC TAPE	01-450-000-52150	50.41
04575		FASTENERS/PAINT/EYE BOLT	01-450-000-51400	51.68
04575		FASTENERS	01-450-000-52150	8.94
04575		SPRAY CAN HANDLE	01-450-000-52150	4.99
04575		EYE BOLTS	01-450-000-52150	19.90
08225	HERLACHE SMALL ENGINE	FILTER	01-450-000-52150	18.99
08225		CHAIN	01-450-000-52150	19.95
19070	SCHARTNER IMPLEMENT INC	CHAIN PARTS	01-450-000-53000	33.67
ACDC	AC/DC METAL SOLUTIONS	PLATE STEEL	01-450-000-53000	46.91
ENVIROTE	BOGIE ENTERPRISE, INC	U JOINT KIT/SHIPPING	01-450-000-53000	170.45
ENVIROTE		DRIVE SHAFT/SHIPPING	01-450-000-53000	1,439.15
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	BLEEDER SCREW	01-450-000-53000	9.23
O'REILLY		MOTOROIL	01-450-000-53000	71.90
O'REILLY		CAR WASH/COPPER PLUG	01-450-000-52150	26.15
O'REILLY		CAPSULE	01-450-000-53000	18.99
O'REILLY		OIL	01-450-000-52150	11.49
O'REILLY		WIPER FLUID	01-450-000-52150	55.92
REINHARD	REINHARDT COLLISION CENTER	FRONT BUMPER	01-450-000-53000	798.00
REINHARD		BRACKET	01-450-000-53000	98.72
REINHARD		BRACKET	01-450-000-53000	98.72
TOTAL				4,033.14
TOTAL STREET MACHINERY				4,033.14

INVOICES DUE ON/BEFORE 03/05/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
CITY GARAGE				
23730	WPS	02/24 835 N 14TH AVE	01-460-000-56600	1,396.64
23730		02/24 835 N 14TH AVE	01-460-000-56600	75.67
VIKING	VIKING ELECTRIC SUPPLY, INC	ELECTRICAL BOX	01-460-000-54999	8.76
VIKING		LED LIGHT ASSEMBLIES	01-460-000-54999	185.34
WURTH	WURTH USA, INC	CONTACT CLEANER	01-460-000-54999	19.90
WURTH		CIRCUIT BOARD CLEANER	01-460-000-54999	17.90
WURTH		POWER DIELECTRIC GREASE	01-460-000-54999	19.85
TOTAL				1,724.06
TOTAL CITY GARAGE				1,724.06
PARK & RECREATION ADMIN				
USBANK	US BANK	SUMMER KICKOFF T SHIRTS	01-500-000-52250	836.32
USBANK		T SHIRT CHANGE ORDER	01-500-000-52250	-289.35
USBANK		SUMMER KICKOFF PRIZES	01-500-000-52250	320.77
TOTAL				867.74
TOTAL PARK & RECREATION ADMIN				867.74
PARKS AND PLAYGROUNDS				
04575	DOOR COUNTY HARDWARE	HINGES	01-510-000-51850	44.96
04575		HASP/PULL/ROLLER CATCH	01-510-000-51850	47.49
04575		BARREL BOLT	01-510-000-51400	6.82
04575		BARREL BOLT	01-510-000-51850	4.99
04575		RESPIRATOR/LED BULBS	01-510-000-52350	64.98
04575		ELECTRICAL SUPPLIES	01-510-000-51400	38.99
04575		CREDIT RETURN	01-510-000-51850	-5.99
04575		BARREL BOLT	01-510-000-51400	4.99
04575		BEVEL T	01-510-000-52700	9.59
04575		PAINT SUPPLIES	01-510-000-52100	71.75
04575		PLUMBING SUPPLIES	01-510-000-51850	31.97
04575		CREDIT RETURN	01-510-000-51850	-21.98
04575		UTILITY PULL	01-510-000-51850	6.59
04575		LED SHOPLITE/EXT CORD	01-510-000-51850	8.98
04575		GRDN KNEELER	01-510-000-52350	4.98
04575		CUTOFF WHEEL	01-510-000-52700	19.96
04575		MTL CUT WHEEL	01-510-000-52700	19.12
04575		ROLLER COVERS	01-510-000-52100	22.77
04575		SIMPLE GREEN CLEANER	01-510-000-51850	9.99
06012	FASTENAL COMPANY	HARDWARE	01-510-000-54999	20.38
23730	WPS	02/24 335 S 14TH AVE	01-510-000-56600	222.56
USBANK	US BANK	SIMPLE GREEN/AMAZON	01-510-000-54999	43.92
TOTAL				677.81
TOTAL PARKS AND PLAYGROUNDS				677.81
ICE RINKS				
04575	DOOR COUNTY HARDWARE	NOZZLE/HAND WARMERS/TAPE	01-530-000-54999	38.36
USBANK	US BANK	ICE SKATE LACES	01-530-000-54999	14.98
USBANK		ICE SKATE LACES	01-530-000-54999	14.98
TOTAL				68.32
TOTAL ICE RINKS				68.32
MUNICIPAL DOCKS				
23730	WPS	02/24 36 S NEENAH AVE	01-550-000-56600	15.65
TOTAL				15.65

INVOICES DUE ON/BEFORE 03/05/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
MUNICIPAL DOCKS				
TOTAL MUNICIPAL DOCKS				15.65
PUBLIC FACILITIES				
04696	DOOR COUNTY TREASURER	ADDL 4TH QTR 2023 MAINTENANCE	01-700-000-56850	1,304.22
TOTAL				1,304.22
TOTAL PUBLIC FACILITIES				1,304.22
COMMUNITY & ECONOMIC DEVLPMT				
15028	MARTY OLEJNICZAK	MEAL EXPNSE/OLEJNICZAK	01-900-000-55600	11.34
TOTAL				11.34
TOTAL COMMUNITY & ECONOMIC DEVLPMT				11.34
TOTAL GENERAL FUND				112,648.77
CAPITAL FUND				
CITY HALL				
CITY HALL EXPENSE				
MACCOCM	MACCO'S COMMERCIAL	CARPET SQUARES	10-160-000-59030	3,744.00
MACCOCM		LOCK TABS	10-160-000-59030	202.00
MACCOCM		COVE BASE	10-160-000-59030	360.00
MACCOCM		ADHESIVE	10-160-000-59030	60.00
MACCOCM		ADHESIVE NOZZLE	10-160-000-59030	17.50
TOTAL CITY HALL EXPENSE				4,383.50
TOTAL CITY HALL				4,383.50
FIRE DEPARTMENT				
EXPENSE				
DREAM	DREAMSEATS LLC	3 MATTRESSES	10-250-000-59030	1,142.00
PAULCONW	CONWAY SHIELD	NOZZLES	10-250-000-59070	10,058.45
TOTAL EXPENSE				11,200.45
TOTAL FIRE DEPARTMENT				11,200.45
TOTAL CAPITAL FUND				15,583.95
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
MANN	MANN COMMUNICATIONS, LLC	3.5.24 CONTRACT	21-000-000-55015	5,458.33
USBANK	US BANK	EQUIPMENT	21-000-000-59070	29.48
USBANK		EQUIPMENT	21-000-000-59070	85.54
TOTAL CABLE TV / GENERAL				5,573.35
TOTAL CABLE TV / GENERAL				5,573.35
TOTAL CABLE TV				5,573.35
TID #8 DISTRICT				
TID #8 DISTRICT				
TID #8 DISTRICT				
CEDARCO	CEDAR CORPORATION	TANK REMOVAL-MUSE DVLMT	24-380-000-59095	7,404.95
TOTAL TID #8 DISTRICT				7,404.95



INVOICES DUE ON/BEFORE 03/05/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
TID #8	DISTRICT			
	TID #8 DISTRICT			
	TID #8 DISTRICT			
		TOTAL TID #8 DISTRICT		7,404.95
		TOTAL TID #8 DISTRICT		7,404.95
TID #10	DISTRICT			
	TID #10 DISTRICT			
	TID #10 DISTRICT			
23730	WPS	GEN RIDGE GAS LINE INSTALL	32-310-000-59095	39,637.45
		TOTAL TID #10 DISTRICT		39,637.45
		TOTAL TID #10 DISTRICT		39,637.45
		TOTAL TID #10 DISTRICT		39,637.45
SOLID WASTE	ENTERPRISE			
	SOLID WASTE ENTERPRISE FUND			
	SOLID WASTE ENTERPRISE FUND			
20725	T R COCHART TIRE CENTER	TIRES	60-000-000-52850	160.00
20725		TIRES	60-000-000-52850	1,368.00
		TOTAL SOLID WASTE ENTERPRISE FUND		1,528.00
		TOTAL SOLID WASTE ENTERPRISE FUND		1,528.00
		TOTAL SOLID WASTE ENTERPRISE		1,528.00
		TOTAL ALL FUNDS		182,376.47

**MANUAL CHECKS**

SUPERIOR VISION INSURANCE	\$952.75
02/19/24	
Check # 93125	
03/24 Vision Insurance	
01-000-000-21540	
SOUTHERN DOOR SCHOOL DISTRICT	\$187.05
02/21/24	
Check # 93185	
01/24 Mobile Home Tax Payment	
01-000-000-41300	
STURGEON BAY SCHOOL DISTRICT	\$3,336.77
02/21/24	
Check # 93186	
01/24 Mobile Home Tax Payment	
01-000-000-41300	
EMPLOYEE BENEFITS CORP.	\$180.50
02/26/24	
Check # 93188	
02/24 FSA/COBRA/PEB	
01-600-000-50510	
SUN LIFE	\$2,408.16
02/26/24	
Check # 93189	
03/24 Short- & Long-Term Disability	
01-1000-000-21545	
<b>TOTAL MANUAL CHECKS</b>	<b>\$7,065.23</b>

DATE: 02/28/2024  
TIME: 15:43:23  
ID: AP4430ZN

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 03/05/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
SUMMARY OF FUNDS:				
GENERAL FUND		112,648.77		119,714.00
CAPITAL FUND		15,583.95		
CABLE TV		5,573.35		
TID #8 DISTRICT		7,404.95		
TID #10 DISTRICT		39,637.45		
SOLID WASTE ENTERPRISE		1,528.00		
TOTAL --- ALL FUNDS		182,378.47		189,441.70



COMMON COUNCIL  
February 20, 2024

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

Nault/Bacon to adopt the agenda. Carried.

No one spoke during public comment.

Bacon/Wiederanders to approve following bills: General Fund – \$5,819,354.51, Capital Fund - \$43,717.76, Cable TV - \$38.27, TID #6 - \$156.00, TID #4 - \$11,034.39, TID #10 - \$1,504.68, Solid Waste Enterprise Fund - \$22,605.66, and Compost Enterprise Fund - \$108.39 for a grand total of \$5,898,519.66. Roll call: All voted aye. Carried.

Reeths/Gustafson to approve consent agenda:

- a. Approval of 2/6/24 regular Common Council minutes.
- b. Place the following minutes on file:
  - (1) Community Protection & Services Committee – 12/6/23
  - (2) Police & Fire Commission – 1/11/24
  - (3) Finance/Purchasing & Building Committee – 1/30/24
- c. Place the following reports on file:
  - (1) Fire Department Report – January 2024
  - (2) Police Department Report – January 2024
- d. Consideration of: Approval of Temporary Class B Beer license for Sturgeon Bay Visitor and Convention Bureau.
- e. Consideration of: Approval of Temporary Class B Beer and Class B Wine License for St. John Bosco School.
- f. Consideration of: Approval of Street Closure Application for Destination Sturgeon Bay for Fine Art Fair.
- g. Consideration of: Approval of Sidewalk Café Permit for Henry S. Barid #174.
- h. Community Protection & Services Committee recommendation re: Approve changes to Section 9.05 – Tourist Rooming House.

Carried.

There were no mayoral appointments.

Statz/Wiederanders to read in title only the first reading of ordinance re: Amend Section 9.05(3)(a)(1) of the Municipal Code -Tourist Rooming House. Carried.

The award of contract for Project 2004A (2024 West Waterfront Promenade) was introduced by Community Development Director Olejniczak. Nault/Wiederanders to authorize Cedar Corporation to send the Notice of Award for Project 2004A (2024 West Waterfront Promenade) to Peters Concrete Company with unit pricing amounts totaling an estimated cost of \$128,981.15. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the purchase of one (1) Volvo L90H rubber tire loader from Aring Equipment in an amount not to exceed \$267,000 and trade in 2001 Volvo L90H valued at \$41,500, and transferring \$17,000 from budget line 10-300-000-59065, street sweeper, to cover the additional cost of the purchase.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

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

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the contract with Flock Safety for the installation of a license plate reader camera system in the amount of \$31,500 and with the understanding that if they system fits departmental needs, the City will have a reoccurring cost of \$30,000 annually.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr

Introduced by Bacon. After discussion and clarification of the use of the license plate reader by Captain Hougaard and Chief Henry, Bacon/Reeths to adopt. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve resurfacing the Safe Boat in the amount of \$39,234.82 including estimated shipping costs and approve repairs with Safe Boat as sole source.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr


Introduced by Bacon. Bacon/Wiederanders. Carried.

The City Administrator gave his report.

There was no mayor's report.

After Council President Williams announced the statutory basis, Statz/Nault to convene in closed session in accordance with the following exemption: Deliberating or negotiating the purchasing of public-properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis. Stats. 19.85(1)(e) Consideration of: Purchase of Property on Division Road. Roll call: Carried. The meeting moved to closed session at 6:35 pm and the meeting adjourned in closed session at 7:07 pm.

Respectfully submitted,



Stephanie L. Reinhardt  
City Clerk/HR Director

STURGEON BAY UTILITIES  
Regular Meeting  
November 14<sup>th</sup>, 2023

President Stewart Fett called the regular meeting of the Utilities Commission to order at 12:00 p.m. Roll call: President Fett, Mayor David Ward, Commissioners Dan Williams, Seth Wiederanders, Dina Boettcher and Gary Nault were present. Steve Christoferson was excused. Also present were General Manager James Stawicki, Electric Utility Manager Jason Bieri, Water/Sewer Utility Manager Jeff Hoffman and recording secretary Laurie Bauldry.

There was no public comment.

Wiederanders/Nault to approve the minutes of the regular Commission meeting held on October 10<sup>th</sup>, 2023. Motion carried.

The Commission proceeded to review the bills for October in the amount of \$2,556,169.08. Fett/Boettcher to approve payment of the bills. Motion carried.

The September 2023 financials were presented. Williams/Ward to accept the financials. Motion carried.

General Manager Stawicki reported on the current investments and their allocations. No formal action was taken.

Next, Water/Sewer Utility Manager Hoffman presented for consideration, a water and sewer main extension for the Villas at Orchard Reserve. Nault/Wiederanders to work with E & I Property Investments and Robert E. Lee Engineering for the proposed water and sewer main extension plans for the Villas at Orchard Reserve. Motion carried.

Water/Sewer Utility Manager Hoffman also presented for consideration, a water and sewer main extension for the Geneva Ridge Development. Williams/Boettcher to work with City Staff and Stantec Engineering for the proposed water and sewer main extension plans for the Geneva Ridge Development. Motion carried.

The operations report was presented by Water/Sewer Utility Manager Hoffman and Electric Utility Manager Bieri. Fett/Wiederanders to accept the operations report for October. Motion carried.

Williams was excused at 12:46

Next General Manager Stawicki presented the 2024 operating and capital budgets. After a discussion, Ward/Nault to accept the 2024 operating and capital budgets. Motion carried.

An updated minimum reserve calculation was presented by General Manager Stawicki. Ward/Boettcher to accept the updated minimum reserve calculation. Motion carried.

Council members updated the Commission members on City-related activities and developments.

The next item of business was the General Manager's report:

- a) Adjustments
- b) Focus on Energy report



Fett/Ward to convene to closed session in accordance with the following exemption:

Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Wis Stats. 19.85(1)(c).

a. Discussion of 2024 compensation.

Upon roll call, all voted aye. Motion carried. The meeting convened in closed session at 1:03 p.m.

Wiederanders/Ward to adjourn. Motion carried. The meeting adjourned at 1:19.

Approved for publication:

\_\_\_\_\_  
Stewart Fett  
President

Date: \_\_\_\_\_

\_\_\_\_\_  
James Stawicki  
General Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Gary Nault  
Secretary

Date: \_\_\_\_\_

STURGEON BAY UTILITIES  
CLOSED SESSION  
November 14<sup>th</sup>, 2023

President Fett called the closed meeting to order at 1:03 p.m. with himself, Mayor David Ward, Commissioners Dina Boettcher, Gary Nault, and Seth Wiederanders. Also present was General Manager James Stawicki.

Discussion regarding 2024 wages and benefits was held.

General Manager Stawicki left the closed meeting at 1:10.

Ward/Williams to adjourn. Motion carried. The closed session adjourned at 1:19 p.m.

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Secretary

Approved for publication:

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Stewart Fett  
President

Date: \_\_\_\_\_

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James Stawicki  
General Manager

Date: \_\_\_\_\_

STURGEON BAY UTILITIES  
Regular Meeting  
December 12<sup>th</sup>, 2023

President Stewart Fett called the regular meeting of the Utilities Commission to order at 12:00 p.m. Roll call: President Fett, Mayor David Ward, Commissioners Dan Williams, Seth Wiederanders, Dina Boettcher, Steve Christoferson and Gary Nault were present. Also present were General Manager James Stawicki, Electric Utility Manager Jason Bieri, Water/Sewer Utility Manager Jeff Hoffman and recording secretary Laurie Bauldry.

There was no public comment.

Nault/Wiederanders to approve the minutes of the regular Commission meeting held on November 14<sup>th</sup>, 2023. Motion carried.

Wiederanders/Boettcher to approve the minutes of the closed session Commission meeting held on November 14<sup>th</sup>, 2023. Motion carried.

The Commission proceeded to review the bills for November in the amount of \$2,542,904.21. Fett/Williams to approve payment of the bills. Motion carried.

The October 2023 financials were presented. Ward/Christoferson to accept the financials. Motion carried.

General Manager Stawicki reported on the current investments and their allocations. No formal action was taken.

Water/Sewer Utility Manager Hoffman presented for approval a contract with Full Service Organics, for the field application of biosolids. Nault/Boettcher to approve a five-year Management Agreement with Full Service Organics for the field application of biosolids, with an approximate cost of \$64,000 per year. Motion carried.

Next, Water/Sewer Utility Manager Hoffman presented for authorization the continuation of the Scope of Services Agreement with McMahon Associates for project bidding and project construction to meet the WPDES effluent disinfection compliance schedule. Christoferson/Williams to approve the continuation of the Scope of Services Agreement. Motion carried.

The operations report was presented by Water/Sewer Utility Manager Hoffman and Electric Utility Manager Bieri. Fett/Wiederanders to accept the operations report for November. Motion carried.

Council members updated the Commission members on City-related activities and developments.

The next item of business was the General Manager's report:

- a) Adjustments
- b) Focus on Energy report

Nault/Boettcher to adjourn. Motion carried. The meeting adjourned at 12:58.

STURGEON BAY UTILITIES  
Regular Meeting  
January 9<sup>th</sup>, 2024

President Stewart Fett called the regular meeting of the Utilities Commission to order at 12:00 p.m. Roll call: President Fett, Mayor David Ward, Commissioners Dan Williams, Seth Wiederanders, Dina Boettcher, Steve Christopherson and Gary Nault were present. Also present were Electric Utility Manager Jason Bieri, Water/Sewer Utility Manager Jeff Hoffman and recording secretary Laurie Bauldry.

Ward/Williams to adopt the agenda (complete copy on file at the Utility office). Motion carried.

There was no public comment.

Nault/Wiederanders to approve the minutes of the regular Commission meeting held on December 12<sup>th</sup>, 2023. Motion carried.

The Commission proceeded to review the bills for December in the amount of \$1,849,490.40. Fett/Christopherson to approve payment of the bills. Motion carried.

The November 2023 financials were presented. Boettcher/Williams to accept the financials. Motion carried.

President Fett reported on the current investments and their allocations. No formal action was taken.

Next was consideration of a voluntary capital contribution to ATC. The contribution of \$24,516 is due on January 31<sup>st</sup>, 2024. Ward/Nault to approve the ATC contribution of \$24,516 due January 31<sup>st</sup>, 2024. Motion carried.

The operations report was presented by Water/Sewer Utility Manager Hoffman and Electric Utility Manager Bieri. Fett/Williams to accept the operations report for December. Motion carried.

Council members updated the Commission members on City-related activities and developments.

The next item of business was the General Manager's report:

- a) Adjustments
- b) Focus on Energy report

Nault/Williams to adjourn. Motion carried. The meeting adjourned at 12:40.

Approved for publication:

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Stewart Fett  
President

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James Stawicki  
General Manager

**POLICE AND FIRE COMMISSION**

February 5, 2024

A meeting of the Police and Fire Commission was called to order at 4:00 p.m. by Commission President Wayne Spritka in the Community Room at the Sturgeon Bay Municipal Building. **Roll Call:** Commissioner Spritka, Commissioner Poulton, Commissioner Hurley, Commissioner Kurschner and Commissioner VanDyke were present.

*Moved by Commissioner Hurley, seconded by Commissioner VanDyke to adopt the following agenda:*

1. Call to Order
2. Roll Call
3. Adoption of Agenda
4. Approval of Minutes from January 11, 2024
5. Consideration of: Interim Fire Chief Appointment
6. Adjourn.

*All ayes. Carried.*

**Approval of Minutes:**

*Moved by Commissioner VanDyke, seconded by Commissioner Poulton to approve the minutes from the January 11, 2024 meeting. All ayes. Carried.*

**Interim Fire Chief Appointment:**

Fire Chief Dietman has submitted a letter of retirement effective April 5, 2024. An Interim Fire Chief is to be appointed while the process for filling the vacancy commences.

*Moved by Commissioner Hurley, seconded by Commissioner Poulton to appoint Assistant Chief Kalin Montevideo as Interim Fire Chief for a period of 6 months, with the possibility for extension in three month blocks per policy. All ayes. Carried.*

Assistant Chief Montevideo accepts the position of Interim Fire Chief effective February 5, 2024.

**Adjourn:**

*Moved by Commissioner Poulton, seconded by Commissioner VanDyke to adjourn. All ayes. Carried. Time of 4:09 p.m.*

Respectfully submitted,



Sarah Spude-Olson  
Office Manager

**FINANCE/PURCHASING & BUILDING COMMITTEE**  
**February 13, 2024**

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:00 pm by Chairperson Bacon in the Council Chambers, City Hall. Roll call: Alderpersons Bacon, Williams and Wiederanders were present. Also present: City Treasurer/Finance Director Clarizio, Police Chief Henry, 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. Report re: Purchase of Used Vehicle.
5. Consideration of: Amendment to Development Agreement with Cobblestone Hotels Development, LLC.
6. Consideration of: Safe Boat Resurfacing
7. Consideration of: Community Recreation/Athletic Facility Feasibility Study.
8. Review bills.
9. Adjourn.

Carried.

The following spoke during public comment on agenda items and other issues related to finance & purchasing: Tyler Pluff, 407 S. 14<sup>th</sup> Ave, Sturgeon Bay.

Report re: Purchase of Used Vehicle.

Police Chief Henry informed the Committee that the police department recently purchased a used 2022 Chevrolet Equinox from Reliable Automobile Sales in the amount of \$24,193.50 including trade in of a 2013 Ford Escape after the City Administrator declared the vehicle surplus. The 2024 budget allocated \$30,000 for this purchase. The vehicle will be used as a public safety vehicle and will require the purchase of additional equipment but will remain under budget.

Consideration of: Amendment to Development Agreement with Cobblestone Hotel Development, LLC.

Community Development Director Olejniczak explained Cobblestone Hotel Development, LLC is requesting an extension for the completion date of the hotel. The request comes due to high interest rates and supply chain issues that they are asking to move the deadline to December 31, 2025. He stated the anticipated tax increment for TID #6 will not be impacted if the hotel is completed during 2025.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve the development agreement as amended with Cobblestone Hotels Development, LLC extending the completion date deadline to December 31, 2025. 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 declaring a recess at 4:21pm. The meeting reconvened at 4:30.

City Administrator Van Lieshout entered at 4:30pm.

Consideration of: Community Recreation/Athletic Facility Feasibility Study.

City Administrator Van Lieshout explained the Sturgeon Bay School District commissioned a study in 2022, including the 4-5 acres behind the school and the option for an indoor facility. The current facilities are not modern and often games are cancelled due to the weather. There are drainage issues, concerns with traffic, street crossings to access the fields. The ice rink is currently set up in a parking lot.

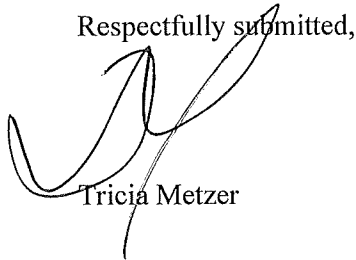
Another study is proposed with the purpose to identify support for the project, financial projections, economic impacts, exploring potential development of both an indoor and outdoor facility. The intention is to then put together project solutions.

Discussion took place regarding earlier studies, and the criteria to include in the study, such as the declining nature of sports. How the athletic facilities would differ for the YMCA. How much community interest in an indoor facility vs school needs.

Moved by Alderperson Wiederanders, seconded by Alderperson Bacon to recommend to the Common Council to move forward and approve hiring Ayres Associated, Inc in an amount not to exceed \$74,500. Carried.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tricia Metzer', is written over the typed name. The signature is stylized with a large, sweeping loop.

Tricia Metzer

CITY OF STURGEON BAY  
LOCAL TRANSPORTATION BOARD MINUTES  
Wednesday, February 21, 2024  
Council Chambers, City Hall, 421 Michigan Street  
4:30 P.M.

A meeting of the Transportation Board was called to order at 4:31 p.m. by Ald./Chr. Reeths in Council Chambers, City Hall, 421 Michigan Street.

**Roll Call:** Members Ald. Kirsten Reeths, Ald. Gary Nault, Ald. Spencer Gustafson, and Brian Weiss were present. Absent was Mark Smullen. Also present: City Engineer Chad Shefchik, City Administrator Josh VanLieshout, Community Development Director Marty Olejniczak, Buildings and Grounds Director Wayne Spritka, and Police Assistant Candy Jeanquart.

**Adoption of Agenda:** Moved by Ald. Nault, seconded by Ald. Gustafson:

1. Roll call.
2. Adoption of agenda
3. Approval of minutes from December 13, 2023
4. Public comment
5. Discussion of: Northway trail connection Hwy. 42/57 to Egg Harbor Rd
6. Discussion of: Sidewalk placement project Hudson Street / Hudson Court
7. Consideration of: Replacing Street sign and possible added road markings for Michigan St./4<sup>th</sup> Avenue.
8. Adjourn

All in favor. Carried.

**Approval of minutes from December 13, 2023:** Moved by Ald. Gustafson, seconded by Ald. Nault to approve the minutes from December 13, 2023. All in favor. Carried.

**Public comment:** Chris Kellem 120 Alabama Street, Justin Skiba 432 W Walnut Dr, Janice Judson 942 S Hudson, Dan Mills 950 S Hudson, Morgan Harding 824 S Hudson Court, Terry Collebrusco 816 S Hudson Court, and Ray Parrish 433 W Walnut Drive spoke.

**Discussion of: Northway trail connection Hwy. 42/57 to Egg Harbor Rd:** Mr. Shefchik explained the county is looking to extend the Ahnapee Trail terminating the current location at Michigan Street north up to Egg Harbor Road on the west side of the roadway. The project is on a standstill since the DOT hasn't decided if they will allow the trail within the highway right away without final engineer plans. Preliminary engineer planning was done with no concerns. Hard to get funding or do grant writing without know if the project will be allowed.

Mr. Denil added that the county did the preliminary engineering study, which was funded by donations, not tax levy. The Friends of Door County parks donated \$12,000 for the study.

**Discussion of: Sidewalk placement project Hudson Street/Hudson Court:** Ms. Reeths explained the letters mailed in would not be read, however the committee would be reviewing them.

Mr. Shefchik stated the sidewalks are installed to meet ADA requirements with certain percentage slopes to meet those requirements, which this project doesn't show any issues with that. A contractor the city hired will be doing the work, however the only part in the assessment estimate is only the concrete laying itself. The digging of the dirt, putting in gravel base, restoring the grass afterwards, and driveway between the curb and the sidewalk is 100% in the city budget of South Hudson Avenue. As for residents getting



bids for the project on their own, Mr. Shefchik stated without having the materials and equipment to complete the project doesn't foresee getting a lower cost estimate.

Mr. Shefchik stated Councils asked on many occasions when redoing a road to look at all aspects of street and the project, so that is where the sidewalks stemmed from. When budgeting for the South Hudson project earlier in the year, having the Ice Age/Ahnapee Trail along that street it was asked of this committee to review sidewalks. At that time, the committee thought it would be beneficial, so it was added to the budget and proposed to the Board of Public Works in December in turn letters were sent informing the residents. The letters are intended to give as much notice as possible, not a requirement of when the assessment is started. Mr. Shefchik stated at the Common Council meeting on May 21, 2024, it will be discussed how the sidewalks will be financed.

Mr. VanLieshout explained the 2024 projects were approved by the Common Council. The City Council can levy special assessments, very common in Wisconsin. The cities assessment policy be levied over a period of 6 years at an interest rate 1% above the prime rate. At anytime a homeowner can pay without penalty. Homeowner's financial situations may qualify under the cities deferment policy, the asking Council to defer the assessment. The assessment still gets levied, the property owner doesn't have to pay. Homeowners need apply for deferment now between the meeting on May 21<sup>st</sup>.

Mr. Olejniczak added sidewalks will be placed within property owned by the city, not acquiring additional property.

Mr. Nault questioned if any other cul-de-sac in the city sidewalks has, Mr. Shefchik stated not that he is aware of. Mr. Nault questioned if the sidewalk is intended for the residents or more for the Ahnapee Trail, Mr. Shefchik explained both. Mr. Nault questioned if Walnut has a sidewalk the whole way, Mr. Shefchik said current not however in the future that may change with the uptake in pedestrian usage going to Kwik Trip and Starbucks.

Mr. Gustafson said the petition is very telling how the residents feel. Mr. Gustafson presented an idea to the Mayor and others to use the Tax Incremental District, which includes all the new homes, hoping that would impact the assessments. Mr. Gustafson requested to review the assessment and project. Ms. Reeths suggested the residents with financial hardship submit a letter to the City Clerk prior to the meeting on May 21, 2024, also attending the meeting voicing any concerns to the committee. Mr. Nault would like to see this agenda item brought back to this committee prior to the May 21<sup>st</sup> meeting.

Mr. VanLieshout explained to end the contract for this project, action needs to be taken by the Common Council. This committee needs to make a recommendation. Mr. Gustafson would like to see bike lanes and signage added instead of sidewalks. Mr. Shefchik will talk with the contractor to see what will happen to the estimate by removing this project by the next meeting. Next meeting will be March 13<sup>th</sup>, 2024, bringing back this agenda item with consideration of.

**Consideration of: Replacing Street sign and possible added road marking for Michigan St./4<sup>th</sup> Avenue:** Ms. Reeths stated from the intersection of 4<sup>th</sup> Avenue either turning left or going straight the road is wide, then proceeding forward to Michigan Street it narrows. 1<sup>st</sup> Avenue, 2<sup>nd</sup> Avenue, and 3<sup>rd</sup> Avenue have markings in the street with an arrow, one to go left and one to go straight. Would like to have those markings at Michigan and 4<sup>th</sup> Avenue. Also have the sign next to Starr Realty building revised as no one notices the sign.

Mr. Shefchik stated at one time parking stalls were along Market Square and reason for the sign by Starr Realty. The road at the narrowest point is 24 feet wide, plenty of width for two lanes. From the intersection of 4<sup>th</sup> Avenue to the start of Market Square parking lot is about 100 feet. If pursue changes, would remove the sign by Starr Realty and replace with more decorative sign designating the arrows along with adding the lane markings on the road. The cost would be very insignificant. Mr. Shefchik spoke with Mike Barker, would be done in spring.

Mr. Gustafson said the change would help with busy times. Mr. Shefchik stated it will be helpful for pedestrians to know which direction vehicles are going.

**Mr. Gustafson made a motion to replace the street sign and add road markings as presented by Mr. Shefchik to Michigan Street and 4<sup>th</sup> Avenue. Seconded by Mr. Nault. All in favor, motion carried.**

**Adjourn:** Motion by Ald. Reeths, seconded by Ald. Gustafson to adjourn. The meeting was adjourned at 5:59 p.m.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Candy Jeanquart".

Candy Jeanquart

Police Assistant



7c1.

7c1.

# 2023

## Sturgeon Bay Fire Department Annual Report



ISO  
CLASS 2



# STURGEON BAY FIRE DEPARTMENT

## MISSION STATEMENT

*The Sturgeon Bay Fire Department's mission is to protect  
Life and Property from Fire, Medical, and Environmental  
Emergencies for our Community through Public Education,  
Code Management and Incident Response.*

## STATEMENT OF VALUES

- We value **RESPECT**. We will, at all times display respect for our customers, our peers, and for each other.
- We value **INNOVATION**. We are professional problem solvers: our creativity and ingenuity is the most important tools that we can wield.
- We value **EXCELLENCE**, both collectively and individually, and will strive for it in all that we do.
- We value **INTEGRITY**. We recognize that our citizens are the reason for our existence and that the trust the public places in us is hard-earned and easily lost. We will honor that trust by acting at all times with honesty and integrity.
- We value **TEAMWORK** and **COOPERATION**. Together we are stronger, smarter, and better.

# OUR STATIONS



## **STURGEON BAY STATION #1 - Headquarters**

421 Michigan Street (Eastside of Sturgeon Bay)

Staffed 24 hours a day, seven days a week with two firefighters

Fire Chief and Assistant Chief – 40 hours per week

Part-Time Fire Inspector – 24 hours per week

Administrative Assistant – 20 hours per week

Apparatus housed at this station:

- Engine 707
- Heavy Rescue Squad 721
- Brush Truck 717
- Ice/Water Squad 722
- Tender 711
- 100' Platform/ladder Truck 724
- UTV 727
- Command Trailer 728
- Utility 726



## **STURGEON BAY STATION #2**

656 S. Oxford Ave (Westside of Sturgeon Bay)

Staffed 24 hours a day, seven days a week with two firefighters.

Apparatus housed at this station:

- Engine 706
- Tender 712
- Brush Truck 716

# STURGEON BAY FIRE DEPARTMENT PERSONNEL

**Fire Chief – Tim Dietman**

**Assistant Fire Chief – Kalin Montevideo**

Part-time Administrative Assistant – Brenda Curtis

## 2023 CAREER FIREFIGHTERS:

### RED SHIFT

**LT Ethan Jorns**

**FF Mike Frangipane**

**FF Mike Cihlar**

**FF Mike Paye**

### BLUE SHIFT

**LT Brent Wiegand**

**FF Mike Writt**

**FF Richard Soukup**

**FF Austin Gulley**

### GREEN SHIFT

**LT Matt Austad**

**FF Mark Smith**

**FF Brian Hanson**

**FF Kory Nell**

## PART-TIME FIRE INSPECTOR

Shane Wautier

## 2023 PART-TIME FIREFIGHTERS:

### SHIFT ONE

Ben Weber

Anthony Moore

Steven Petry

Jaylan Vasallo

### SHIFT TWO

Jason Mann

Randy Lynch

Skyler Schopf

Mason Naze

### SHIFT THREE

Dean Gordon

Lucas Pierre

Isiah Scudder

Adam Schartner

## 2023 RETIREMENT AND RESIGNATION:

PT-FF Todd Ploor

PT-FF Anthony Aldrich

PT-FF Ryan Zoromski

PT-FF John Jorns

PT-FF Bogdan Savenko



# APPARATUS & EQUIPMENT

Year	Make	Model	Specifications	
Chief 701	2017	Chevy	Tahoe	Fire Chief Vehicle
Chief 702	2020	Chevy	Tahoe	Assistant Chief Vehicle
Engine 706	2019	Ferrara	Engine	2,000 GPM Pump with 1,000 gallons Water
Engine 707	2019	Ferrara	Engine	2,000 GPM Pump with 1,000 gallons Water
Tender 711	2016	Freightliner	Tender	1,250 GPM Pump with 2000 gallons Water
Tender 712	2008	Freightliner	Tender	1,000 GPM Pump with 2000 gallons Water
Brush 716	2023	Ram	Brush Truck	High Volume/High Pressure pump with 300 Gallons of water
Brush 717	2023	Ram	Brush Truck	High Volume/High Pressure pump with 300 Gallons of water
Squad 721	2006	Marion	Rescue Squad	Heavy Duty Rescue Truck
Squad 722	1996	Chevy	Step-Van	Ice/Water Squad
Truck 724	2018	Ferrara	100' Rear Mount Platform	2,000 GPM Pump with 400 gallons Water an Areial Ladder
Utility 726	2009	Ford	F350	Fire Inspection, Public Education, UtilityTruck
UTV 728	2005	John Deere	Gator	w/60 gallon skid pump
Marine 731	2010	27' SAFE Boat		Joint Police & Fire/Rescue with Fire Pump
Marine 732	2003	Quicksilver		12ft Rescue Raft
Utility 727		Mobile Command Trailer		Carries UTV, Mobile Command
Special Response Trailer		Technical Rescue Trailer		Carries Trench/Collapse Rescue Equipment; Rehab Trailer
USCG Boom Trailer		Used for deployment for containment of spills in the waters surrounding Sturgeon Bay		





# TOTAL INCIDENTS FOR 2023 - 1,817

Response Area	Total Calls	Fire Calls	EMR Calls	Mutual Aid Calls	Average Response Time	
					Emergent	Non-Emergent
City of Sturgeon Bay	1625	330	1295		3.54 Minutes	4.83 Minutes
Town of Sevastopol	87	75	12		8.87 Minutes	13.17 Minutes
Town of Surugeon Bay	74	20	54		8.5 Minutes	10.59 Minutes
Egg Harbor				7		
Brussels, Union, Gardner				7		
Southern Door				6		
Jacksonport				4		
Sister Bay				3		
Gibraltar				1		
Baileys Harbor				1		
Out of County				2		



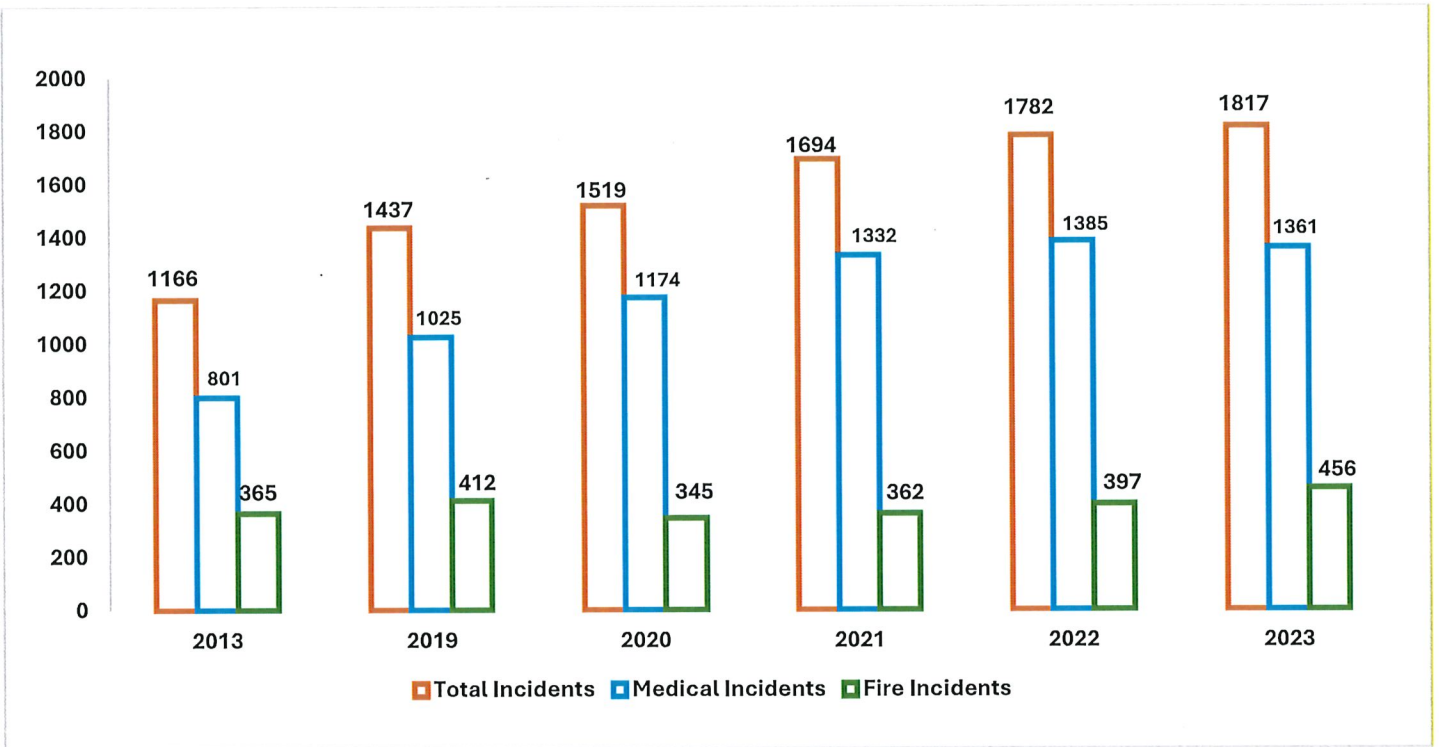


INCIDENT TYPE	SERVICE AREA			MUTUAL AID							
	City of Sturgeon Bay	Town of Sevastopol	Town of Sturgeon Bay	Egg Harbor	Sister Bay	Brussels, Union, Gardner	Gibraltar	Baileys Harbor	Southern Door	Jacksonport	Out of County
Cooking Fire	2	1									
Outside/Trash/Grass Fire	4	1	1	1			1				
Chimney Fire	1									1	
Water Vehicle Fire	1										
Structure Fire	4	3	2	3	2	1		1	2		
Vehicle Fire	3										
Outside Storage / Equipment Fire	2									2	
Structure Weak/Collapsed		1									
Medical Assist	1,295	12	54								
Threat to Burn	1										
Ice / Water Rescue	8	3									
Chemical/Haz Mat	5	2									
Flam/Comb Leak/Spill	16	4									
High Angle Rescue	1										
Carbon Monoxide Incident	19	5	2								
Electrical/Equip Problem	15										
Power Line Down		3									
Animal Rescue	2										
Public Service	25	1	2								
Unauthorized Burning	13	2	2								
Authorized Burn	5	1		1							
Lock-Out/In	5										
Smoke Scare/Smoke Odor/Removal	17	5	1								
Alarm Activation - No Fire	68	9	1								
Vehicle Accident	30	17	4						1	1	
Citizen Complaint											
Assist Law /Govt Agency	20	6	3			2					1
Sprinkler System Activation - No Fire	3										
No Incident/Canceled	49	8	2	2		3			1	1	
Extrication Rescue	2	2									
Search for Person	6	1			1					1	1
Water Problem	3										
<b>TOTAL</b>	<b>1,625</b>	<b>87</b>	<b>74</b>	<b>7</b>	<b>3</b>	<b>7</b>	<b>1</b>	<b>1</b>	<b>6</b>	<b>4</b>	<b>2</b>

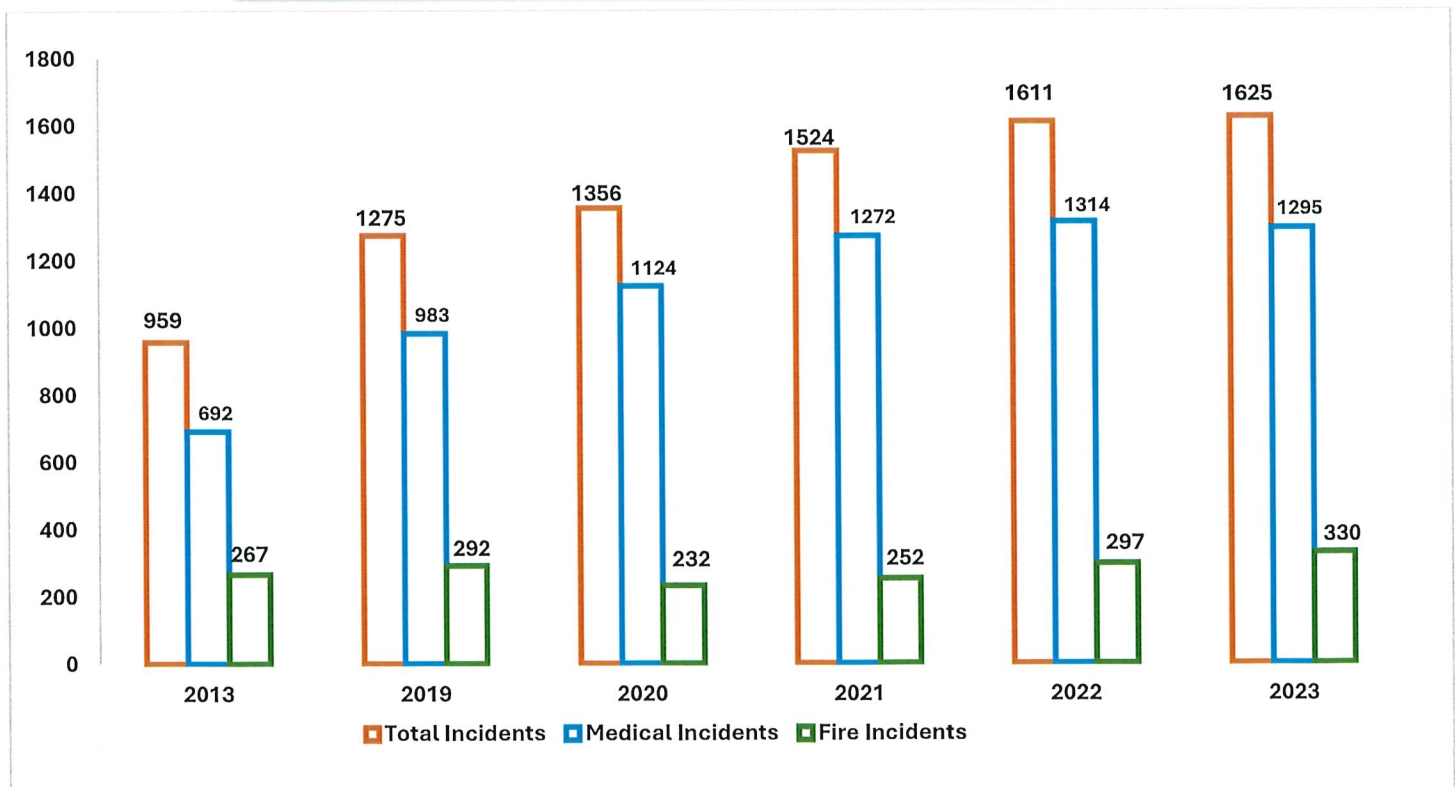


# 5 & 10 YEAR INCIDENT COMPARISON

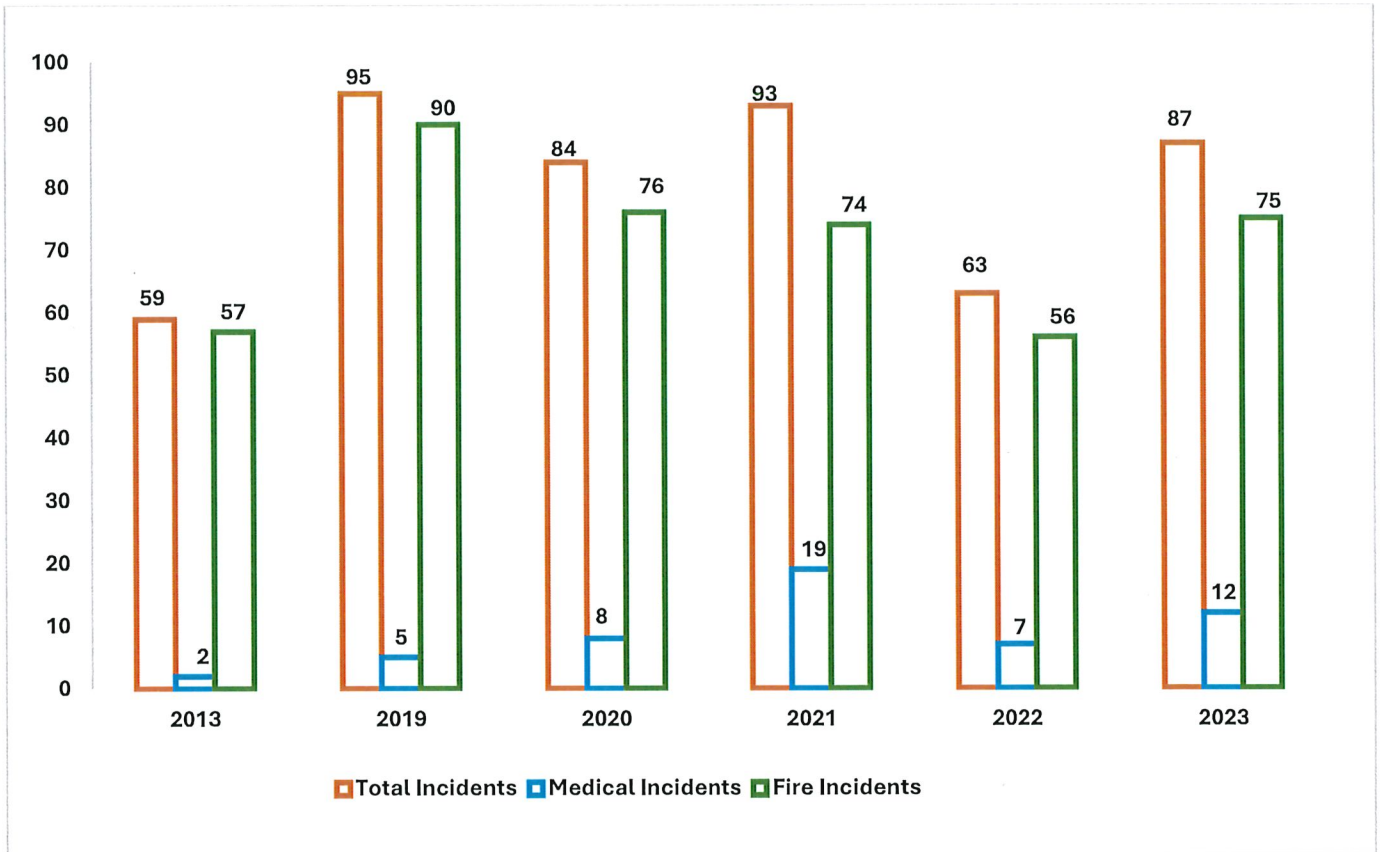
## TOTAL INCIDENTS



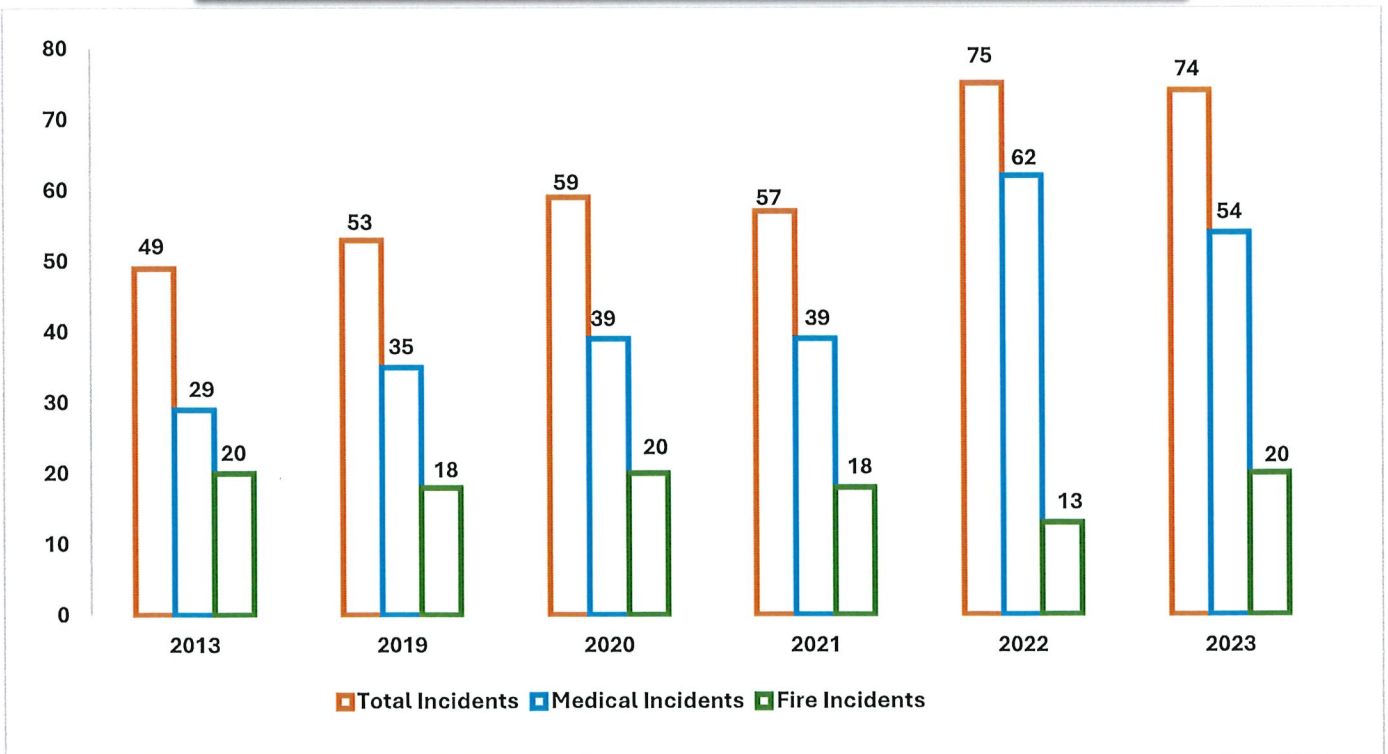
## CITY OF STURGEON BAY



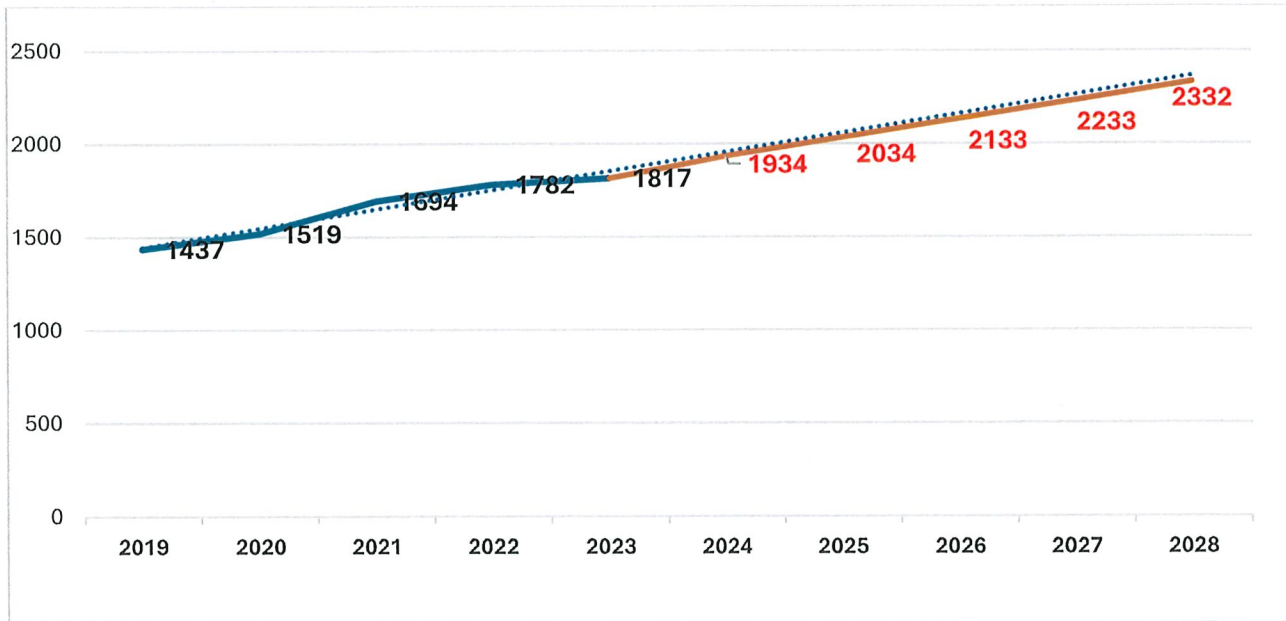
# TOWN OF SEVASTOPOL



# TOWN OF STURGEON BAY



# INCIDENT FORECAST

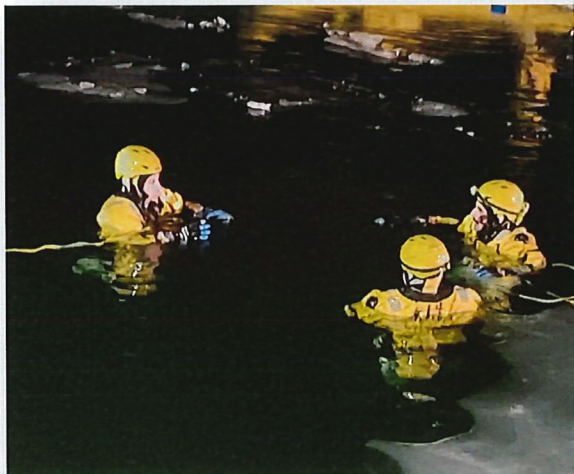




# AGENCY OVERVIEW

## **Primary services provided by the Sturgeon Bay Fire Department include:**

- Fire Suppression/Incident Response
- Emergency Medical Responder Services
- Tactical Medical/RTF (rescue task force)
- Public Education
- Community Risk Reduction
- Community Service
- Fire Prevention (Inspection)
- Fire Investigation and Special Investigations
- Shipboard Firefighting
- Drone Program
- Joint FD and PD Honor Guard
- Special Rescue
  - Marine – Ice and water
  - Technical – Ropes and High Angle
  - Confined Space
  - Trench Rescue
  - Dive Team



# STATION ACTIVITIES



## **STATION AND EQUIPMENT MAINTANCE:**

**3,892.80 Total Hours**

- Apparatus Inventories
- Ladder Inspection and Maintenance
- Hose Testing
- Station Maintenance and Cleaning
- Apparatus Equipment Maintenance and Repair
- SCBA Maintenance and Fit Testing
- Apparatus and Equipment Checks
- PPE and Gear Inspections
- Flow Testing

## **FIRE INSPECTIONS:**

**1,589.44 Total Hours**

**City of Sturgeon Bay 1,391.64 Hours**

- 1,489 Regular Inspections
- 209 Re-Inspections
- 26 Occupancy

**Town of Sturgeon Bay 11.22 Hours**

- 19 Regular Inspections
- 0 Re-Inspections

**Town of Sevastopol 114.39 Hours**

- 136 Regular Inspections
- 15 Re-Inspections

**Town of Jacksonport 72.19 Hours**

- 87 Regular Inspections
- 13 Re-Inspections

## **COMMUNITY and ADMINISTRATIVE**

**586.20 Total Hours**

- Assist Other Departments
- Honor Guard or Funeral Activities
- Testing Marina Dock Systems
- Sevastopol Burning Permits
- City and Town Meetings
- Building Pre-Plans
- Staff Meetings
- Office/Reports/Research
- Physical Agility and Testing
- Job Shadow and Intern
- Girl Scout Cookie Distribution





## FIREFIGHTER TRAINING

2023 Total Training Hours – 3,374.20

- Live Fire Attack
- Roof and Ladder Operations
- High Angle Procedures
- Vehicle Extrication and Stabilization
- Hydrant Operations
- Trench Rescue
- Sprinkler System Operations
- Ropes and Repelling
- Engine Fire and Galley Fires
- Search and Rescue Operations
- Confined Space
- SCBA Confidence Course
- Code Enforcement and Updates
- Dive and Rescue Team
- Drone Operator
- Emergency Medical Responder/Technician
- Vehicle Driver/Operator

*The Sturgeon Bay Public Safety Training Site is located on the Westside of Sturgeon Bay. The facility allows our department to conduct training sessions under a controlled environment.*







#### ***PUBLIC FIRE & SAFETY EDUCATION:***

***450.30 Hours***

- Sprinkler System Testing
- Special Events and Parades
- Fire Extinguisher Demos with live fire!
- Fire Safety Babysitting Course
- Fire Drills and Testing
- Fire Safety Presentations for Schools, Civic Groups and Business

## **FIRE PREVENTION COMMUNITY RISK REDUCTION PUBLIC EDUCATION**



#### **Other programs include:**

- Fire Station Tours
- Education and Installation of Child Safety Seats by a Certified Technician
- Smoke Alarm and Carbon Monoxide Detector Installation
- Home Safety Visits
- Learning in Retirement programs
- Community CPR AED Education and Certification Programs

Preschool and grade school fire safety programs consisting of fire drills in the schools, proper use of 911, and expectations. Fire prevention and safety in the home and schools, what to do in the event of a fire or emergency, and finally the all-important “STOP, DROP, AND ROLL”



## BEVERAGE OPERATOR LICENSES

1. Callan, Moira L.
2. Judson, Janice M.



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

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

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

February 14, 2024

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

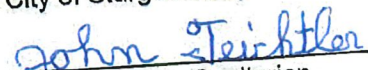
Ms. Reinhardt:


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

Sternard Motorsports LLC  
DBA The Hill Raceway  
816 North 14<sup>th</sup> Avenue  
Sturgeon Bay, WI 54235  
May 1, 2024 – October 31, 2024  
Location: 816 North 14<sup>th</sup> Ave

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

  
Kalin Montevideo, Interim Fire Chief  
City of Sturgeon Bay

Form  
AT-106

Original Alcohol Beverage  
License Application

FOR CLERKS ONLY	
Municipality	
License Period	5/1/24 - 10/31/24

License(s) Requested

- ☐ Class "A" Beer ..... \$ \_\_\_\_\_ ☐ "Class A" Liquor ..... \$ \_\_\_\_\_
- ☒ Class "B" Beer ..... \$ 50 ☐ "Class B" Liquor ..... \$ \_\_\_\_\_
- ☐ "Class C" Wine ..... \$ \_\_\_\_\_ ☐ "Class A" Liquor (Cider Only) \$ \_\_\_\_\_
- ☐ Reserve "Class B" Liquor \$ \_\_\_\_\_ ☐ "Class B" (Wine Only) Winery \$ \_\_\_\_\_

License Fees	\$
Publication Fee	\$
Background Check	\$
Total Fees	\$

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship) <u>Sternard Motorsports LLC DBA The Hill Raceway</u>		
2. Trade Name or DBA <u>The Hill Raceway</u>		
3. Premises Address <u>816 N 14th Ave</u>		
4. County <u>DOOR</u>	5. Municipality	6. Aldermanic District
7. Mailing Address (if different from premises address) <u>2494 County Rd. U Sturgeon Bay, WI 54235</u>		
8. FEIN <u>93-4904990</u>	9. Wisconsin Seller's Permit Number <u>456-1031517222-02</u>	
10. Premises Phone <u>920-495-6631</u>	11. Premises Email <u>johnsternard@yahoo.com</u>	
12. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization		

13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary.

Lions Club Yellow Building on midway of grounds have coolers that will hold beverage stock during events. When events are complete, product will then be loaded into Flanigan Distributing trailer to be transported back to Flanigan. We will sell all beverages from lions club building.

Part B: Questions

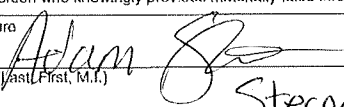
1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate ..... ☒ Yes ☐ No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ..... ☐ Yes ☒ No  
If yes, please explain using the space below. Attach additional sheets if necessary.

<b>Part C: For Corporate/LLC Applicants Only</b>		
1. State of Registration <b>Wisconsin</b>		2. Date of Registration <b>12/13/23</b>
3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Name of Parent Company		FEIN of Parent Company
4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain using the space below. Attach additional sheets if necessary.		
5. Agent's Last Name <b>Sternard</b>	Agent's First Name <b>John</b>	Phone <b>920-495-6631</b>

<b>Part D: Individual Information</b>
A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone
<b>Sternard</b>	<b>Adam</b>	<b>Member</b>	<b>920-495-3084</b>
<b>Sternard</b>	<b>John</b>	<b>Member</b>	<b>920-495-6631</b>

<b>Part E: Attestation</b>			
Who must sign this application? • sole proprietor    • one general partner of a partnership    • one corporate officer    • one managing member of an LLC			
<p><b>READ CAREFULLY BEFORE SIGNING:</b> Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.</p>			
Signature 		Date <b>12/21/23</b>	
Name (Last, First, M.I.) <b>Sternard, Adam</b>			
Title <b>member</b>	Email <b>adam.sternard82@gmail.com</b>	Phone <b>920-495-3084</b>	

<b>Part F: For Clerk Use Only</b>		
Date application was filed with clerk	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		

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

Submit to municipal clerk.

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

To the governing body of: Town of Sturgeon Bay County of Door  
Village  
City

The undersigned duly authorized officer/member/manager of The Hill Raceway  
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Sternard Motorsports LLC  
(Trade Name)  
located at John Miles County Park 816 N 14th Ave Sturgeon Bay

appoints John Sternard  
(Name of Appointed Agent)  
2494 County Rd. U Sturgeon Bay, WI 54235  
(Home Address of Appointed Agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 39 years

Place of residence last year 2494 County Rd. U Sturgeon Bay

For: The Hill Raceway Sternard Motorsports LLC  
(Name of Corporation / Organization / Limited Liability Company)

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

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

**ACCEPTANCE BY AGENT**

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

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

[Signature] 12/2/23 Agent's age 39  
(Signature of Agent) (Date)  
2494 County Rd. U Sturgeon Bay, WI Date of birth 01/10/84  
(Home Address of Agent)

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

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

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



Form  
AT-103

Alcohol Beverage License Application  
Supplemental Questionnaire

Date  
12-21-23

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- managing members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Supplemental Questionnaires are submitted.

<b>Part A: Premises/Business Information</b>	
1. Registered Entity Name (or Individual name if sole proprietor) Sternard Motorsports LLC	
2. Trade Name or DBA The Hill Raceway	
3. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

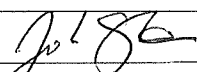
<b>Part B: Individual Information</b>			
1. Name (Last, First, M.I.) Sternard John Charles			
2. Relationship to Registered Entity (Title) member		3. Email johnsternard@yahoo.com	
4. Phone 920-495-6631			
5. Home Address 2494 County Rd. U			
6. City Sturgeon Bay		7. State WI	8. Zip Code 54235
9. Date of Birth 01/10/84		10. Drivers License/State ID Number 5365-4238-4010-01	
11. Drivers License/State ID State of Issuance Wisconsin			

<b>Part C: Address History</b>	
List in chronological order your last two residence addresses within the last 5 years.	
Previous Address 1 2494 County Rd. U	
Previous City, State, Zip Sturgeon Bay, WI 54235	Dates (MM/YYYY - MM/YYYY) 02/2010 - Present
Previous Address 2	
Previous City, State, Zip	Dates (MM/YYYY - MM/YYYY)

<b>Part D: Employment History</b>	
List in chronological order your last two employers within the last 5 years.	
Employer's Name Peninsula Creations LLC	
Employer's Address 201 E New St. Sturgeon Bay, WI	Dates Employed (MM/YYYY - MM/YYYY) 2019 - Present
Employer's Name Jet Finishing & Woodwork LLC	
Employer's Address 2494 County Rd. U, Sturgeon Bay WI	Dates Employed (MM/YYYY - MM/YYYY) 2014 - 2019

Part E: Criminal History	
1. Have you ever been convicted of any offenses (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.	
Law/Ordinance Violated	Trial Date
Penalty Imposed	Was sentence completed? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Trial Date
Penalty Imposed	Was sentence completed? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are charges for any offenses currently pending against you (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.	

Part F: Questions		
1. Have you lived in any state other than Wisconsin as an adult? If yes, please list them in the space below. If no, continue to question 2. .... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
2. How long have you continuously lived in Wisconsin prior to the date of application?	Years 39	Months
3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g. brewer, brewpub, winery, distillery)? If yes, please explain using the space below. Attach additional sheets as needed. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Part G: Attestation	
<b>READ CAREFULLY BEFORE SIGNING:</b> I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.	
Signature 	Date 12/21/23

Form  
AT-103

Alcohol Beverage License Application  
Supplemental Questionnaire

Date 1/4/24

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- managing members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Supplemental Questionnaires are submitted.

Part A: Premises/Business Information

1. Registered Entity Name (or Individual name if sole proprietor)	Sternard Motorsports LLC
2. Trade Name or DBA	The Hill Raceway
3. Entity Type (check one)	
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation
<input type="checkbox"/> Nonprofit Organization	

Part B: Individual Information

1. Name (Last, First, M.I.)	Adam J Sternard		
2. Relationship to Registered Entity (Title)	3. Email	4. Phone	
Manager	adamsternard82@gmail.com	920-495-3084	
5. Home Address	1710 Alabama St.		
6. City	7. State	8. Zip Code	9. Date of Birth
Sturgeon Bay	WI	54235	4/18/84
10. Drivers License/State ID Number	11. Drivers License/State ID State of Issuance		
53650108413803	Wisconsin		

Part C: Address History

List in chronological order your last two residence addresses within the last 5 years.	
Previous Address 1	
1710 Alabama St.	
Previous City, State, Zip	Dates (MM/YYYY - MM/YYYY)
Sturgeon Bay, WI 54235	4/18/84 - Present
Previous Address 2	
Previous City, State, Zip	Dates (MM/YYYY - MM/YYYY)

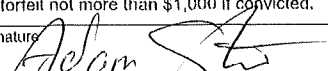
Part D: Employment History

List in chronological order your last two employers within the last 5 years.	
Employer's Name	
Quietwoods RV Sales + Service	
Employer's Address	Dates Employed (MM/YYYY - MM/YYYY)
6968 Hwy 42/57, Sturgeon Bay	5-26-2012 to Present
Employer's Name	
Employer's Address	Dates Employed (MM/YYYY - MM/YYYY)



Part E: Criminal History	
1. Have you ever been convicted of any offenses (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.	
Law/Ordinance Violated	Trial Date
Penalty Imposed	Was sentence completed? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Law/Ordinance Violated	Trial Date
Penalty Imposed	Was sentence completed? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Are charges for any offenses currently pending against you (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.	

Part F: Questions		
1. Have you lived in any state other than Wisconsin as an adult? If yes, please list them in the space below. If no, continue to question 2. . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
2. How long have you continuously lived in Wisconsin prior to the date of application?	Years	Months
3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g. brewer, brewpub, winery, distillery)? If yes, please explain using the space below. Attach additional sheets as needed. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Part G: Attestation	
<b>READ CAREFULLY BEFORE SIGNING:</b> I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.	
Signature 	Date 1/4/24



## CERTIFICATE OF COMPLETION

This certifies that

**JOHNATHAN STERNARD**

is awarded this certificate for

**Wisconsin Responsible Beverage Server Training**

 Completion Date	 Expiration Date	 Certificate #
02/09/2024	02/08/2026	WI-00621749

  
Official Signature

This certificate is non-transferable and represents the successful completion of an approved

Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a), 125.17(6), and 134.88(2m), Wis. Stats.

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | [www.360training.com](http://www.360training.com)

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the City Plan Commission, hereby recommend to approve a zoning map amendment from Single-Family Residential (R-1) to Two-Family Residential (R-3) for parcel #281-62-40000101A a 2.78-acre parcel located on the southeast corner of Utah Street and S 18<sup>th</sup> Avenue.

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

RESOLVED, that the foregoing recommendation be adopted.

Date: February 21, 2024.

\*\*\*\*\*

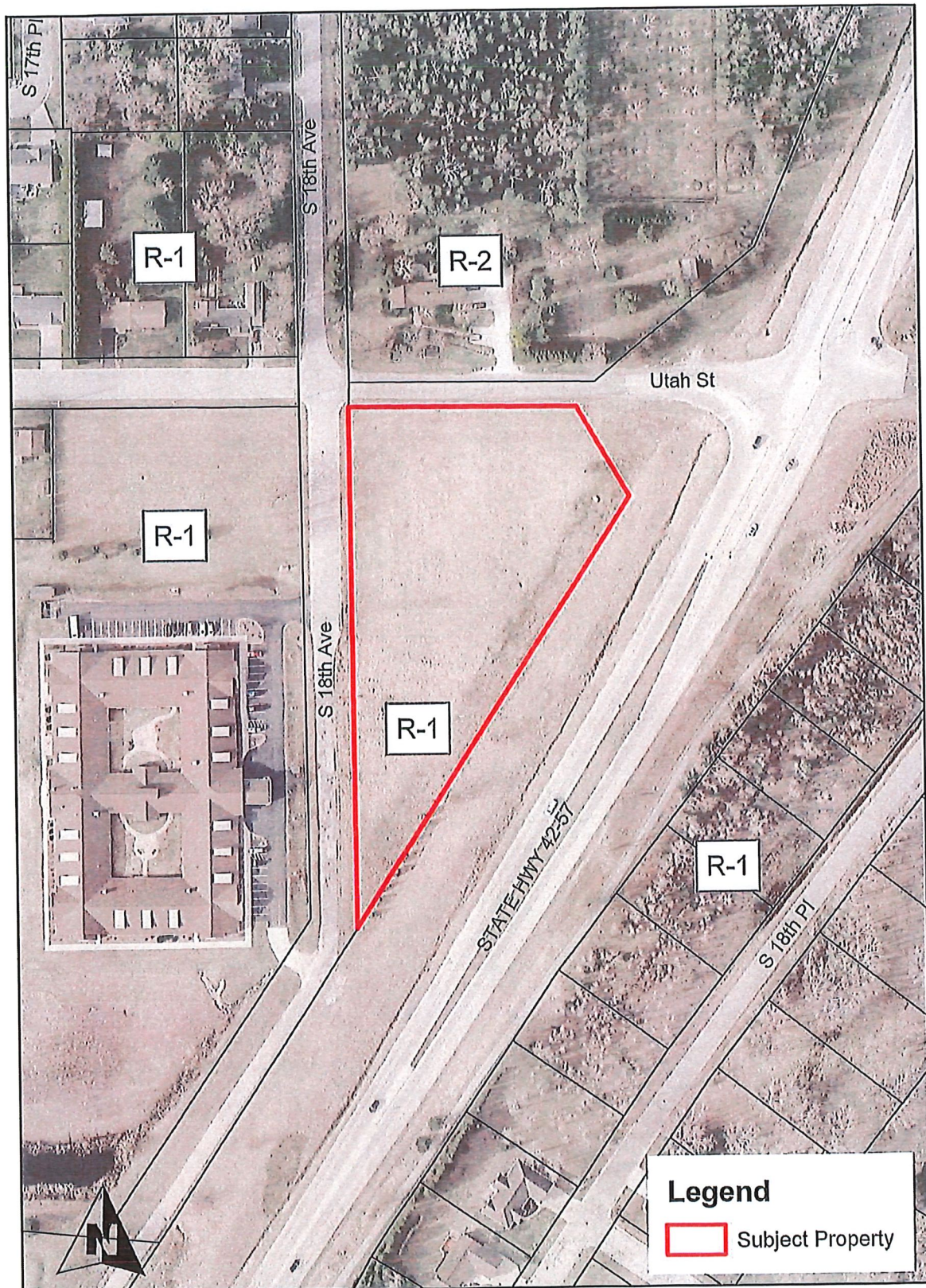
Introduced by\_\_\_\_\_.

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.



# Subject Property Utah Street and S 18th Ave



Parcel #281-62-40000101A

0 100 200 400 Feet



**Staff Report**  
**Zoning Map Amendment: R-1 to R-3**  
**Parcel #281-62-40000101A**

**Background:** Ryan Polzin and Eric Vandervest of E&R- SB, LLC request the rezoning of parcel #281-62-40000101A located on the southeast corner of Utah Street and S 18th Ave from Single-Family Residential (R-1) to Two-Family Residential (R-3). E&R have an option to purchase the property and wish to have the property rezoned so they may build the "Boat House Motor Condos", which is a multiple-family residential development of up to 4-unit buildings that is part residential/part storage building. The intent is for the condos to have plenty of storage to accommodate those who want to have a weekend home in Door County with space to store boats and other vehicles. Provided the rezoning is successful, the applicants will need to obtain conditional use approval for multi-family residential units in the R-3 zoning district. At the public hearing, two neighbors and one community member provided testimony for the rezoning. The neighbors were mainly concerned about increased traffic in the surrounding area, the community member also raised concerns over the state of 18<sup>th</sup> Ave but believed that the project would be a good use along the highway. The Plan Commission approved as presented on February 21<sup>st</sup>, 2024.

**Existing Conditions:** The triangular-shaped 2.78-acre parcel is bordered by Highway 42-57 and is currently vacant.

The surrounding zoning is mainly Single-Family Residential (R-1) with the only exception of Single-Family Residential (R-2) directly to the north of the property. To the west of the subject property is Bay View Senior Care (Anna's House) which is an assisted living facility. To the north are single family homes. To the south and east is Hwy 42-57 and across the highway are a mix of single-family homes and vacant land owned by the Wisconsin Department of Natural Resources.

The shape of the parcel coupled with the required highway building setback under the zoning code make it difficult to efficiently develop the parcel with single-family lots. Perhaps 4-5 homes can be accommodated on the 2.8-acre parcel.

**Comprehensive Plan:** The 2040 Comprehensive Plan's Future Land Use Designation for the lot Planned Neighborhood. That land use category is established to provide for a variety of housing choices and a mix of non-residential uses. The current R-1 district only allows single-family dwellings, while the R-3 district allows single-family and two-family dwellings with three and four-unit dwellings allowed through a conditional use approval. Staff believes the proposed rezoning is consistent with this land-use designation.

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

**Recommendation:** Approve the zoning map amendment for parcel #281-62-40000101A from Single-Family Residential (R-1) to Two-Family Residential (R-3).

Prepared By: 

Stephanie Servia  
Planner / Zoning Administrator

2-29-2024

Date

**CITY OF STURGEON BAY  
ZONING/REZONING  
APPLICATION**

STAFF USE:	
Date Received:	1-5-24
Fee Paid:	\$
Received By:	S. Servin

*E & R - SB LLC*

	APPLICANT/AGENT	LEGAL PROPERTY OWNER (if different)
Name	<i>Ryan Polzin</i>	<del><i>Thomas Begley</i></del>
Company	<i>E &amp; R - SB, LLC</i>	
Street Address	<i>N4156 Little River Park</i>	
City/State/Zip	<i>Peshigo WI 54157</i>	
Daytime Telephone #	<i>715 938 2608</i>	
Email	<i>Ryan@wimiinsurance.com</i>	
STREET ADDRESS OF SUBJECT PROPERTY: <i>839 South 18<sup>th</sup> Ave</i>		
Location if not assigned a common address: _____		
TAX PARCEL NUMBER: <i>2816 24000 101 A</i>		
CURRENT ZONING CLASSIFICATION: <i>R1</i>		
CURRENT USE AND IMPROVEMENTS: <i>Vacant</i>		
ZONING DISTRICT REQUESTED: <i>R3</i>		
COMPREHENSIVE PLAN DESIGNATION OF SUBJECT PROPERTY: <i>Planned Neighborhood</i>		
PROPOSED USE OF SURROUNDING PROPERTY UNDER COMPREHENSIVE PLAN:		
North:	<i>Planned Neighborhood</i>	
South:	<i>Lower Density Residential</i>	
East:	<i>Lower Density Residential</i>	
West:	<i>Higher Density Residential</i>	

ZONING AND USES OF SURROUNDING PROPERTIES:

North: R-2  
South: R-1  
East: R-1  
West: R-1

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

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

Per Attached Terms  
Property Owner

1/05/24  
Date

[Signature]  
Applicant/Agent

1/5/24  
Date

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

1-5-2024  
Date of review meeting.

[Signature]  
Applicant signature

[Signature]  
Staff signature

Attachments:

Procedure & Check List

Agreement for Reimbursement of Expenses

STAFF USE ONLY

Application conditions of approval or denial:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Community Development Director



**PROJECT**  
STURGEON BAY STORAGE  
918TH AVE  
STURGEON BAY, WI

**CLIENT**  
STURGEON BAY STORAGE

**DATE**  
2/2/23

**DESIGNER**  
JL

**CHECKED BY**  
JL

**JOB NUMBER**  
23-00

**DATE**  
2/2/23

**REVISIONS**

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	2/2/23

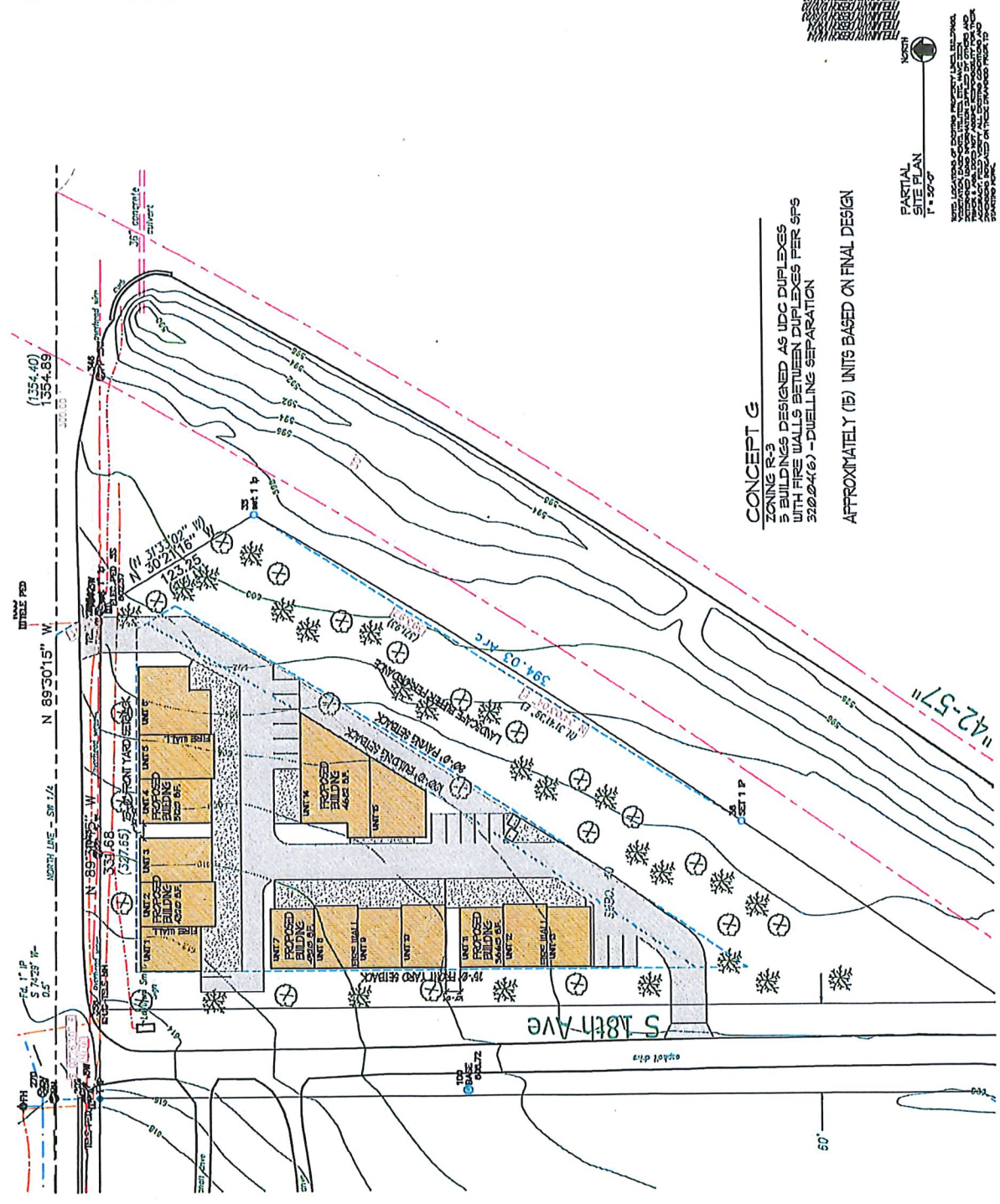
**PREPARED BY**  
JL

**DESIGNED BY**  
JL

**CHECKED BY**  
JL

**DATE**  
2/2/23

**PROJECT**  
STURGEON BAY STORAGE  
918TH AVE  
STURGEON BAY, WI



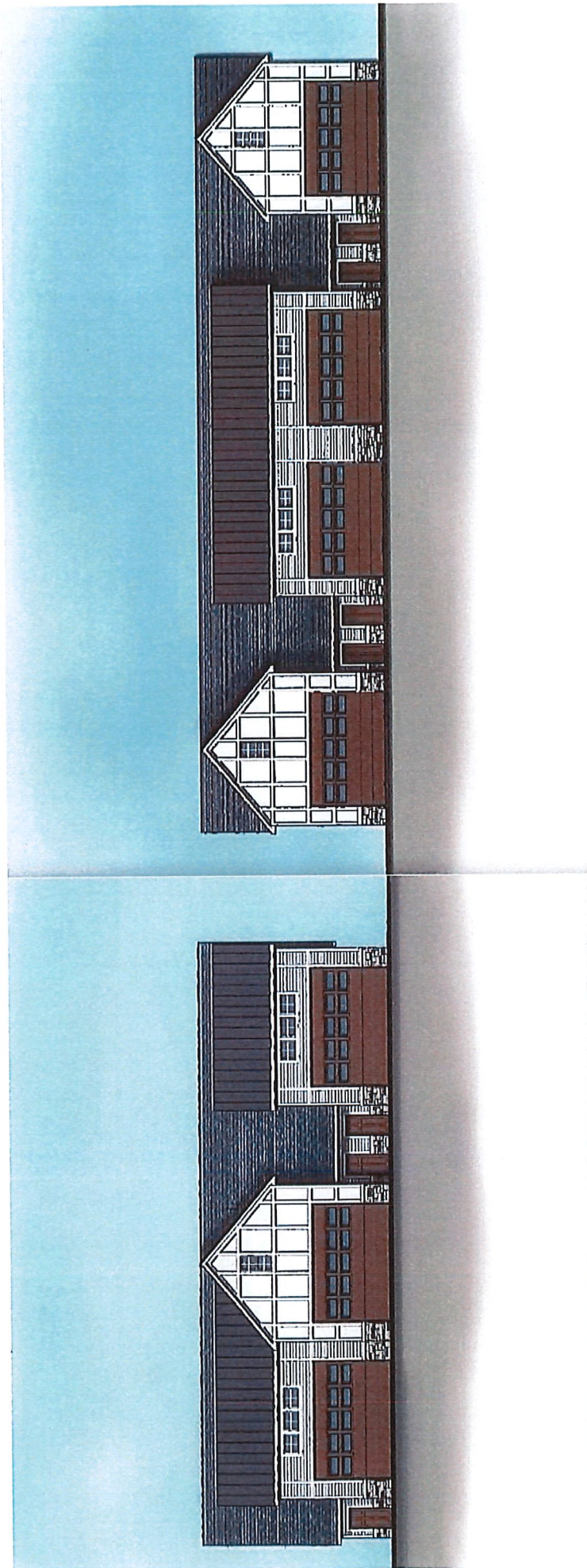
**CONCEPT C**

ZONING R-3  
5 BUILDINGS DESIGNED AS UDC DUPLEXES  
WITH FIRE WALLS BETWEEN DUPLEXES PER SPS  
320.04(6) - DWELLING SEPARATION

APPROXIMATELY (E) UNITS BASED ON FINAL DESIGN

**PARTIAL SITE PLAN**  
1" = 50'-0"

**NOTE:** LOCATIONS OF EXISTING PROPERTY LINES, ELLIPTICAL, AND RECTANGULAR ARE SHOWN. THE EXISTING AND PROPOSED LOT LINES ARE SHOWN. THE EXISTING AND PROPOSED LOT LINES ARE SHOWN. THE EXISTING AND PROPOSED LOT LINES ARE SHOWN.





## RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the City Plan Commission, hereby recommend to approve a zoning map amendment from Agricultural (A) to General Commercial (C-1) for parcel #281-62-11000109 a .81-acre parcel located on the south side of Alabama Street-across from the Nightingale Supper Club.

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

RESOLVED, that the foregoing recommendation be adopted.

Date: February 21, 2024.

\*\*\*\*\*

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

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

Passed by the Council on the \_\_\_\_\_day of\_\_\_\_\_, 2024.



This aerial map displays a residential neighborhood with several zoning designations. A red rectangle highlights a specific property. The map includes a legend, a north arrow, and street names.

**Legend:**

- Blue: Public and Institutional
- Light Green: Medium Density Residential
- Dark Green: Open Space and Recreation
- Red: General Commercial
- Yellow: Low Density Residential

**Subject Property:** (Indicated by a red rectangle)

**Map Labels:**

- Streets: Alabama St, Egg Harbor Rd, N 16th Pl
- Zoning Labels: C-1, A, PUD

Parcel #281-62-11000109



**Staff Report**  
**Zoning Map Amendment: A to C-1**  
**Parcel #281-62-11000109**

**Background:** John and Farrah Heikkila request the rezoning of parcel #281-62-11000109 located on the south side of Alabama Street from Agricultural (A) to General Commercial (C-1). The property is 0.81 acres (35,283 sq ft) in size. The Heikkila's wish to have the property rezoned so they may build the Morning Dove, a drive thru coffee shop, on the property. The Heikkila's are aware that parking requirements must be met for both businesses. At the February 21<sup>st</sup>, 2024, Plan Commission meeting there were two letters received from neighbors concerned about the aesthetics of the project such as parking, stormwater, and the location of the building on the property. These concerns will be taken up with the Aesthetic Design and Site Plan Review Board. No other testimony was received, and the Commission approved as presented.

**Existing Conditions:** The property contains a parking lot used for overflow parking for the Nightingale Supper Club. The parking lot is a nonconforming use in the A district.

Land to the north and west is zoned C-1 and is comprised of various commercial uses such as the Nightingale Supper Club, Walmart, and Autozone. To the south and east is land zoned A. To the east are residential homes and to the south is John Miles County Park. Immediately to the west of the subject property, there is a sliver of the County property that is vacant at this time.

**Comprehensive Plan:** The 2040 Comprehensive Plan's Future Land Use Designation for the subject lot is Public and Institutional. That land use category is established to facilitate large-scale public buildings, schools, religious institutions, hospitals, special care facilities, and cultural facilities. City Staff believes that this designation is related to the proximity to the Door County Fair Grounds and is likely a mapping error, as there has been no discussion of developing public/institutional land uses in this location either during or since the creation of the 2040 Comprehensive Plan. However, the properties to the north and west are designated as regional commercial. Based on this information the proposed zoning map amendment is arguably not in conflict with the comprehensive plan. But if the Plan Commission believes otherwise, a Comprehensive Plan amendment could be initiated concurrently with the zoning map amendment.

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

**Recommendation:** Approve the zoning map amendment for parcel #281-62-11000109 from Agricultural (A) to General Commercial (C-1).

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

Stephanie Servia  
Planner / Zoning Administrator

2-29-2024

\_\_\_\_\_  
Date

PC 240108 # 3

**CITY OF STURGEON BAY  
ZONING/REZONING  
APPLICATION**

STAFF USE:	1-8-2024
Date Received:	
Fee Paid:	\$ 450.00
Received By:	S. Servia

	APPLICANT/AGENT	LEGAL PROPERTY OWNER (if different)
Name	John and Farrah Heikkila	F & J Enterprises of DC LLC
Company	Nightingale Supper Club	Nightingale SC LLC
Street Address	1541 Egg Harbor Road	
City/State/Zip	Sturgeon Bay, WI 54235	
Daytime Telephone #	920-579-0073	
Email	jheikkila54@gmail.com	
STREET ADDRESS OF SUBJECT PROPERTY: _____ Location if not assigned a common address: <u>Parking lot across from Nightingale Supper Club on Alabama St.</u>		
TAX PARCEL NUMBER: <u>2816211000109</u>		
CURRENT ZONING CLASSIFICATION: <u>Agriculture</u>		
CURRENT USE AND IMPROVEMENTS: <u>Currently a parking lot. Would like to convert to a small drive-thru-only coffee/breakfast shop. While maintaining parking for school bus and Nightingale over flow parking</u>		
ZONING DISTRICT REQUESTED : <u>Commercial - C1</u>		
COMPREHENSIVE PLAN DESIGNATION OF SUBJECT PROPERTY: <u>Public and Institutional</u>		
PROPOSED USE OF SURROUNDING PROPERTY UNDER COMPREHENSIVE PLAN: North: <u>Regional Commercial</u> South: <u>Public and Institutional</u> East: <u>Medium Density Residential</u> West: <u>Regional Commercial and a small sliver of Open Space and Recreation</u>		



**ZONING AND USES OF SURROUNDING PROPERTIES:**

North: General Commercial (C-1) Nightingale Supper Club

South: Agricultural (A) Door County Fair Grounds

East: Agricultural (A) Residential Home

West: General Commercial (C-1) Auto Zone

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

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

John Heikkila

Property Owner

12/28/2023

Date

John Heikkila

Applicant/Agent

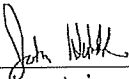
12/29/2023

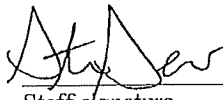
Date

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

12/28/2023

Date of review meeting.

  
Applicant signature

  
Staff signature

**Attachments:**

Procedure & Check List

Agreement for Reimbursement of Expenses

**STAFF USE ONLY**

Application conditions of approval or denial:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date

Community Development Director





# The Morning Dove

Drive-Thru Coffee Shop

---

John and Farrah Heikkila  
Nightingale Supper Club  
1541 Egg Harbor Rd  
Sturgeon Bay, WI 54235

**Business Concept:** Morning Dove Coffee, a drive-thru offering coffee and breakfast items, operating under the Nightingale Supper Club's LLC (Nightingale SC LLC).

**Location:** In the Nightingale Supper Club's overflow parking lot, near key commercial areas, catering to morning clientele.

**Unique Selling Proposition:** Quick and quality breakfast options with a focus on convenience and locally sourced ingredients.

**Goals:** Establish a strong customer base for morning revenue and evolve into a self-sufficient, preferred local coffee and breakfast spot.

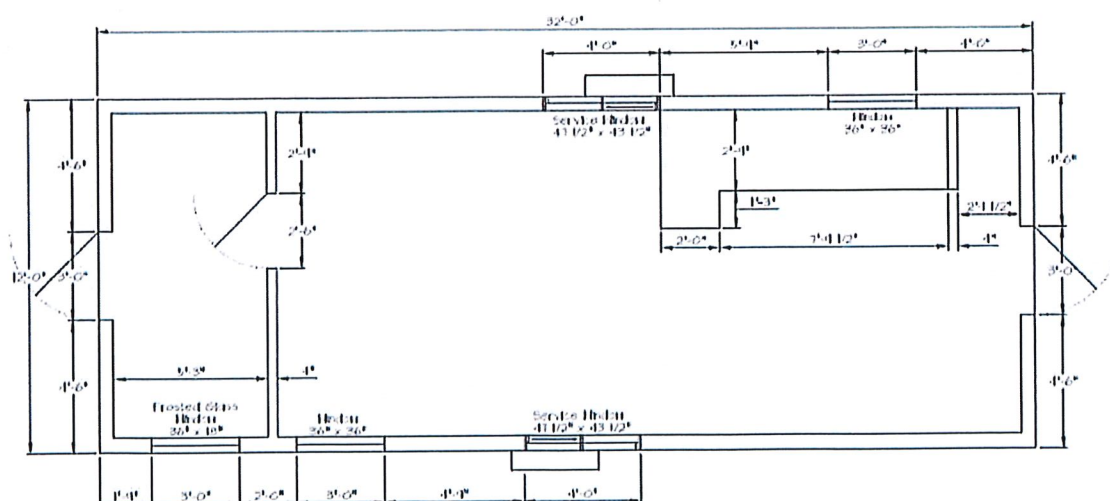
## Business Description

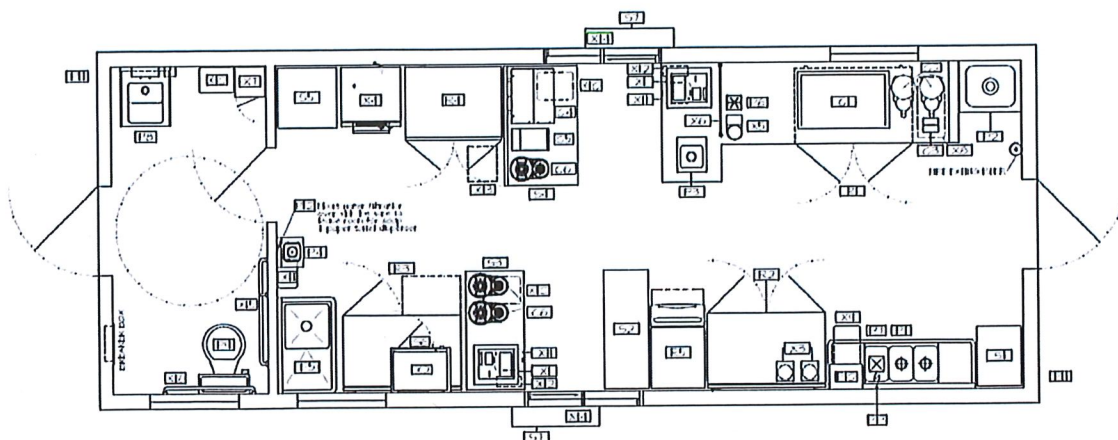
**Hours of Operation:** 6:00 AM - 12:00 PM.

**Products:** A variety of coffee drinks, bagels, baked goods, and breakfast sandwiches.

**Integration with Nightingale Supper Club:** Shared resources for cost efficiency and quality control.

## Building Layout





**Dimensions:** 32' by 12', totaling 384 square feet.

**Amenities:** One drive-up service window, one walk-up service window and one ADA-compliant bathroom for staff and public use.

## Equipment

Comprehensive list including espresso machine, grinders, coffee brewers, ice maker, microwaves, toasters, cash registers, condiment areas, cup dispensers, sinks, water systems, storage, and more.

**Storage:** Adequate refrigerated, freezer, and dry goods storage.

**Staff Amenities:** Workstation, floor safe, and employee lockers.

ORDINANCE NO. \_\_\_\_\_

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

SECTION 1: Section 9.05(3)(a)(1) of the Municipal Code of the City of Sturgeon Bay,  
Wisconsin is hereby amended to read as follows:

Tourist rooming house licenses issued by the City of Sturgeon Bay expire  
on June 30, except that a tourist rooming house license initially issued  
during the period April 1 through June 30, shall expire on June 30 of the  
following year.

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

Approved:

\_\_\_\_\_  
David Ward  
Mayor

Attest:

\_\_\_\_\_  
Stephanie L. Reinhardt  
City Clerk



## ORDINANCE NO. \_\_\_\_\_

An Ordinance to Rezone Parcel #281-62-40000101A located on the southeast corner of Utah Street and S 18th Avenue.

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

SECTION 1: The following described property is hereby rezoned from Single-Family Residential (R-1) to Two-Family Residential (R-3):

At tract of land located in Subdivision 40, SE ¼ of Section 9, Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, Wisconsin and described as follows:

Lot 3 of Certified Survey No. 2733, recorded as Document #765983 in Volume 16, of Certified Survey Maps, Page 251-253, containing 121,183.92 square feet (2.782 acres) of land.

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

Approved:

\_\_\_\_\_  
David Ward  
Mayor

Attest:

\_\_\_\_\_  
Stephanie Reinhardt  
City Clerk

## ORDINANCE NO. \_\_\_\_\_

An Ordinance to Rezone Parcel #281-62-11000109 located at south side of Alabama Street.

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

SECTION 1: The following described property is hereby rezoned from Agricultural (A) to General Commercial (C-1):

A tract of land located in Subdivision 11 (NE ¼ of the NE ¼) of Section 5, Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, recorded as Parcel II in Document #845516 and described as follows:

Commencing at the Northeast Corner of Subdivision 11, thence southerly to the southerly right-of-way line of Alabama Street (recorded as County Trunk TT), thence westerly along said southerly right-of-way line of Alabama Street 380 feet to the point of beginning, thence continue westerly along said southerly right-of-way line of Alabama Street 150 feet, thence southerly 150 feet, thence easterly 235 feet, thence northerly 150 feet to the intersection with said southerly right-of-way line of Alabama Street, thence westerly 85 feet to the point of beginning (includes Tract 2 of Certified Survey No. 99, recorded as Document #351315 in Volume 1, of Certified Survey Maps, Page 201-202).

Said parcel contains a total of 35,283 square feet.

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

Approved:

\_\_\_\_\_  
David Ward  
Mayor

Attest:

\_\_\_\_\_  
Stephanie Reinhardt  
City Clerk

### EXECUTIVE SUMMARY

**Title:** Resolution to dissolve the Waterfront Redevelopment Authority

**Background:** The Sturgeon Bay Waterfront Redevelopment Authority was created in 1990 to oversee the transformation of the waterfront areas in the City of Sturgeon Bay. The majority of the blighted waterfront area has been redeveloped or has approved redevelopment underway and the Common Council previously announced in 2018 its intention to no longer refer any new matters to the Authority.

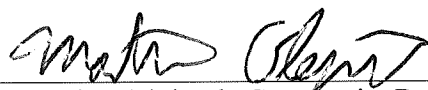
In December 2023 the WRA members recommended that the Authority be dissolved and the Common Council approved that recommendation.

According to the City Attorney, a resolution to dissolve the WRA must be adopted after all interests of the WRA have been transferred. All properties owned by the WRA have been transferred to the City of Sturgeon Bay and all remaining interests in development contracts have likewise been assigned to the City. Therefore, a resolution to dissolve can now be acted upon.

**Fiscal Impact:** None. All financial obligations of the WRA have either been retired or transferred to the City.

**Recommendation:** Adopt the resolution to dissolve the Sturgeon Bay Waterfront Redevelopment Authority.

Prepared by:



Martin Olejniczak, Community Development Director

*Feb. 29, 2024*

Date

Reviewed by:

Josh Van Lieshout, City Administrator

Date

## **RESOLUTION DISSOLVING THE WATERFRONT REDEVELOPMENT AUTHORITY**

A resolution to dissolve the Sturgeon Bay Waterfront Redevelopment Authority pursuant to Section 66.431, Wis. Stats. and reinstitute the City's right to operate under Section 66.1331, Wis. Stats. with regard to development of the Sturgeon Bay waterfront and other redevelopment within the City of Sturgeon Bay.

### **RECITALS**

WHEREAS, by resolution entitled RESOLUTION CREATING REDEVELOPMENT AUTHORITY dated November 7, 1990, the Common Council of the City of Sturgeon Bay elected to use the redevelopment method provided by Section 66.431 (since renumbered Section 66.1333) of the Wisconsin Statutes for the purpose of supervising the development of the Sturgeon Bay waterfront (the Creating Resolution); and

WHEREAS, through the Creating Resolution the Common Council created the Sturgeon Bay Waterfront Redevelopment Authority (WRA) to transact business and exercise all powers granted in Section 66.431 Wis. Stats., for the limited purpose of causing the redevelopment of certain waterfront areas in the City of Sturgeon Bay subject to certain limitations and conditions expressed in the Creating Resolution; and

WHEREAS, the Sturgeon Bay Waterfront Redevelopment Authority has successfully served the City by administering the redevelopment of the waterfront area through many projects and agreements throughout the years; and

WHEREAS, by resolution dated November 6, 2018, (Discontinuance Resolution) the Common Council resolved to discontinue its use of Section 66.1333, Wis. Stats., and remove the authority of the WRA to create new obligations to redevelop the Sturgeon Bay waterfront or other areas within the City, the Common Council taking over the authority provided in Section 66.1331, Wis. Stats., to directly control the redevelopment of the waterfront in all other areas within the City of Sturgeon Bay as provided in said statute; and

WHEREAS, the Discontinuance Resolution specifically provided that the Discontinuance Resolution was not intended to dissolve the WRA, or effect the duties and obligations of the WRA with regard to existing projects and agreements at that time, recognizing the continuing responsibility of the WRA under the agreements and projects in which it was then involved in; and

WHEREAS, since the Discontinuance Resolution, the WRA has assigned to the City of Sturgeon Bay and the City has accepted all obligations, duties, benefits and return from those existing projects and agreements and has conveyed to the City all interests in property related thereto; and

WHEREAS, the obligations of the WRA having been satisfied, the intent of the Discontinuance Resolution has been fulfilled and the WRA may be dissolved:

NOW THEREFORE, the Common Council of the City of Sturgeon Bay, Door County Wisconsin, duly resolve as follows:



1. The Sturgeon Bay Waterfront Redevelopment Authority is hereby dissolved and all authority granted by the Creation Resolution is revoked.
2. The City of Sturgeon Bay acknowledges that it has accepted all property and contractual obligations of the WRA and will, from this point forward, under the authority of Wis. Stats. Section 66.1331 directly control and be responsible for all obligations and agreements regarding the redevelopment of the waterfront and in all other areas within the City of Sturgeon Bay as provided in said statute.
3. The Common Council on behalf of the citizens of the City of Surgeon Bay, acknowledge and appreciate the time, expertise and effort put forth by all those who served on the WRA and expresses its sincere gratitude for the public service provided by the present and past members of the WRA.

Introduced by \_\_\_\_\_, moved by alderman \_\_\_\_\_,  
seconded by alderman \_\_\_\_\_, that said Resolution be adopted.

Passed by the Common Council of the City of Sturgeon Bay this 5th day of March, 2024,  
and submitted to the Mayor on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Stephanie Reinhardt, City Clerk

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF STURGEON BAY****RESOLUTION SUPPORTING RESILIENT FOOD SYSTEMS INFRASTRUCTURE  
(RFSI) PROGRAM APPLICATION**

**WHEREAS**, on May 3, 2023 the U.S. Department of Agriculture (USDA) announced a \$420 million Resilient Food Systems Infrastructure (RFSI) Program to fund innovative projects designed to invest in processing and distribution capacity to build resilience across the middle of the supply chain and strengthen local and regional food systems; and

**WHEREAS**, the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) has announced that it will award \$27 million in competitive grant funding through this program to expand capacity and infrastructure for the aggregation, processing, manufacturing, storing, transporting, wholesaling, and distribution of locally and regionally produced food products; and

**WHEREAS**, the City has expressed interest in facilitating the construction of a flex industrial building in which existing businesses can expand, and new businesses to the area can locate to the City; and

**WHEREAS**, locations for the storage and distribution of cold and dry food products has been identified as a need in Sturgeon Bay for local producers and regional distributors; and

**WHEREAS**, the Tax Increment District (TID) plan for TID #9 within the City of Sturgeon Bay, approved by the Common Council on October 3, 2023, plans for the spending of up to \$3,200,000 toward the infrastructure and development of an industrial flex building; and

**WHEREAS**, the Door County Economic Development Corporation (DCEDC) will submit an application for the RFSI Program for the development of an industrial building to facilitate the storage and distribution of cold and dry food products within TID #9;

**NOW, THEREFORE, BE IT RESOLVED**, by Common Council of the City of Sturgeon Bay; that the City of Sturgeon Bay supports DCEDC's application for the RFSI Program toward the infrastructure and development of an industrial flex building in TID #9; and

**BE IT FURTHER RESOLVED**, by the Common Council of the City of Sturgeon Bay; that the City of Sturgeon Bay will implement the spending of up to \$3,200,000

toward the infrastructure and development of an industrial flex building consistent with its Project Plan for TID #9 specified herein as well as the desire to support the need for cold and dry food product storage and distribution, contingent upon RFSI Program award to DCEDC and ensuing contract.

Read by \_\_\_\_\_.

Moved by Alderperson \_\_\_\_\_, and seconded by Alderperson \_\_\_\_\_ that said resolution be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the development agreement as amended with Cobblestone Hotels Development, LLC extending the completion date deadline to December 31, 2025.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 13, 2024

\*\*\*\*\*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.



## EXECUTIVE SUMMARY

**Title:** Amendment to Development Agreement with Cobblestone Hotels Development, LLC

**Background:** The City of Sturgeon Bay and Cobblestone Hotels Development, LLC (Cobblestone) entered into a development agreement that provides financial assistance toward the construction of a 62-room hotel at the intersection of Egg Harbor Road and N. 12<sup>th</sup> Avenue. The agreement required Cobblestone to acquire the property by December 31, 2023 and complete construction of the hotel by June 1, 2025. Recently, the Common Council approved an amendment to the development agreement to extend the deadline to acquire the property to May 31, 2024.

Cobblestone is now requesting a similar extension for the completion date. The request is based, in part, upon supply chain issues for certain components, leading to long lead times (see written request from Cobblestone). The requested completion date is December 31, 2025.

**Considerations:** The financial assistance toward the project is through Tax Increment District #6. Tax increments generated from the new hotel will be used to offset the City's investment in the project. The annual increment is based upon the assessed value of the property, which is determined as of January 1<sup>st</sup> each year. Therefore, as long as the hotel is completed during year 2025, it will not impact the anticipated tax increment for TID #6.

The potential drawback to the time extension is that it lengthens the time the development site is under contract. Assuming that Cobblestone acquires the property by May 31, 2024, it will have control of the site until December 31, 2025. If they don't actually build the hotel, it could delay opportunities to find alternative developers and alternative projects. Since property acquisition is a strong sign that the project will be built, this concern might be minor. If desired, however, the City could include another milestone deadline in the agreement, such as time limit to obtain a building permit or complete the foundation.

**Fiscal Impact:** None. The financial assistance agreed to by the City is not paid unless the hotel is completed. The extension of the completion deadline to December 31, 2025 does not impact the tax increment received from the project.

**Recommendation:** Amend the Development Agreement with Cobblestone Hotels Development, LLC to extend the deadline to complete construction of the hotel December 31, 2025. Optional: Also include a deadline to obtain building permit for the hotel by December 31, 2024.

Prepared by:



Martin Olejniczak, Community Development Director

Feb. 7, 2024  
Date

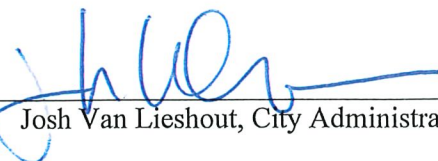
Reviewed by:



Valerie Clarizio, Finance Director

2/7/24  
Date

Reviewed by:



Josh Van Lieshout, City Administrator

2/2/24  
Date



February 5, 2024

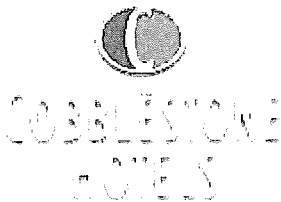
Hello Sturgeon Bay Community -

As many of you know, several folks have been working diligently to bring a Cobblestone Hotel and Suites to fruition in Sturgeon Bay. As we work on this development, we have run into increased interest rates as well as higher construction costs. Due to these challenges, we are being required to raise more equity for this project. This equity raise has slowed things down in our development, which is why we are requesting an extension of the deadline to complete construction in our Development Agreement.

We are requesting an extension of the deadline to complete construction date be changed to December 31 of 2025. Supply chain issues are still affecting construction of our hotels and we are seeing this on the 15 that are currently under construction. Elevators and switchgears have been the biggest delay.

Bringing these elements of investment, land and bank together can be a time-consuming endeavor, but Cobblestone Hotels is committed to Sturgeon Bay. BriMark Builders is anxious to begin construction, and SHG Management Co. remains interested in managing this hotel. We are looking forward to a successful partnership now and for years to come!

Thank you!



**Anna Jakubek**  
*VP of Development*

phone: 920-230-2622 ext: 161  
mobile: 920-277-8897  
980 American Drive Neenah, WI 54956



# Excerpt from original Devel. Agreement

## DEVELOPMENT AGREEMENT (Cobblestone Hotel)

This Development Agreement is made this <sup>October</sup> 9<sup>th</sup> day of ~~September~~, 2023, between the CITY OF STURGEON BAY, WISCONSIN, a Wisconsin municipal corporation (the "City") and Cobblestone Hotels Development, LLC, a Wisconsin limited liability company ("Developer").

### RECITALS

A. Developer is obtaining fee title to an approximately 1.2-acre parcel abutting Egg Harbor Road and N. 12<sup>th</sup> Avenue, more particularly described in Section A.1 below (the "Property").

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

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

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

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

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

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

#### A. The Property and Project.

1. Description of Project Site. The Property includes the westerly portion of Tax Parcels No. 2816215000104A and 2816215000111A as depicted in the concept plan (Exhibit A). It will have street frontage on both Egg Harbor Road and N. 12<sup>th</sup> Avenue. The specific property for the Project will be created via certified survey map and will contain enough land to accommodate the hotel footprint and associated outdoor facilities in compliance with the Sturgeon Bay zoning code.



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

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

*amended to May 31, 2024*

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

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

3. Approval of Plans. Prior to the commencement of construction, Developer shall take all necessary steps to obtain plan approval for the Project, including building architecture and site layout through a certificate of appropriateness from the Sturgeon Bay Aesthetic Design and Site Plan Review Board. Approval of the Project plans shall follow pertinent City ordinances and procedures. The Plans shall demonstrate that the Project, when completed, will comply with federal, state and municipal code requirements. At any time during the construction of the Project, Developer may submit to the City proposed revisions in the approved Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the previously approved Plans.

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

5. Completion of Project. Construction of the improvements to the Property shall be commenced promptly after issuance of all required permits and shall proceed as provided in the approved construction schedule. Developer agrees that construction shall be substantially completed, subject to Force Majeure Events, by June 1, 2025.

*requested to change to Dec. 31*

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

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



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

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

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

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

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

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

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

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

8. Minimum Assessed Value Guaranteed. The Project shall generate a minimum assessed value of at least \$6,210,000 as of January 1, 2026. For any property tax year during the life of the TID on or after that date, if the Project has a lower assessed value lower than \$6,210,000, Developer shall pay to the City on or before January 31 of each year the amount of property tax owed on the difference between \$6,210,000 and the actual assessed value.

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

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

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

c. Exceptions to Transfer Restrictions. Restriction B.9.a above does not preclude the creation of a mortgage, encumbrance or voluntary lien upon the Property for the purpose of financing or refinancing the construction of a building consistent with the terms of this Agreement.

10. Access Easement/Dedication of Right of Way. The City shall not be obligated to provide the financial incentives provided in Section C.1 below until Developer provides an easement or, alternatively, a conveyance of land to the City, for access purposes, for an approximately 30-foot wide by 331.44-foot long strip of property fronting on North 14<sup>th</sup> Avenue (the right of way is illustrated and described in Exhibit B).

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

**C. City's General Obligations.**

The City commits to the following:

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

- a. A payment of \$810,000 shall be provided to the developer within 30 days after an occupancy permit has been issued for the hotel.
- b. Fifteen annual payments of \$26,000 each shall be paid to the Developer. The payments shall commence with the first assessment year that the minimum assessed value guarantee under Section B.8 above is applied. Each payment shall be made within 30 days of the annual payment of property taxes by the Developer and the payment required under Section B.8 above, if applicable.

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

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

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

**D. Insurance.**

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

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

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

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

d. Umbrella Coverage. Umbrella coverage protecting Developer, its general contractor and any subcontractor during the performance of work covered by this

[approved by Common Council, January 2024]

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
(Cobblestone Hotel)**

This First Amendment of Development Agreement (this "Amendment") is made this \_\_\_\_ day of January, 2024, by the City of Sturgeon Bay, Wisconsin, a Wisconsin municipal corporation (the "City") and Cobblestone Hotels Development, LLC, a Wisconsin Limited Liability Company ("Developer") to amend a Development Agreement executed by the Parties on October 9, 2023 (the "Agreement").

**RECITALS**

A. The Agreement sets forth the terms by which Developer will develop a hotel of approximately 62 guest rooms on property located along Egg Harbor Road and N. 12<sup>th</sup> Avenue (the "Project").

B. The Agreement requires Developer to acquire the property upon which the Project is to be constructed by December 31, 2023.

C. By written request dated December 6, 2023 Developer requested an extension of the property acquisition date to May of 2024.

D. On December 19, 2023 the Common Council of the City approved the request for an extension of the deadline to acquire the subject property.

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

1. Extension of Site Assembly Obligation. Under Section B.1. of the Agreement, the date by which Developer shall obtain ownership of the Property is changed to May 31, 2024.

2. Continuation of Terms of Agreement. Except as specifically provided in Section 1 above, 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.

[Signature Pages follow]



RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to move forward and approve hiring Ayres Associated, Inc in an amount not to exceed \$74,500.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 13, 2024

\*\*\*\*\*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.



**Josh Van Lieshout**  
City Administrator

421 Michigan Street ▪ Sturgeon Bay, WI 54235  
Phone: 920-746-2900 ▪ Fax: 920-746-2905  
jvanlieshout@sturgeonbaywi.org ▪ www.sturgeonbaywi.org

To: Finance Committee

From: Josh Van Lieshout, City Administrator

Re: Community Recreation/Athletic Facility Feasibility Study

Date: February 9, 2024

---

Discussion: The City and Sturgeon Bay School District have been collaborating for several years on examining the feasibility of improvements to the Memorial Athletic Field Complex that would modernize surfaces, improve drainage, allow for intensive use, improve the length of the playability and usability of the facilities. The group working on the consists representatives of the City of Sturgeon and School District along with a number residents.

The purpose of the study is to provide insight into the potential development of both an indoor and outdoor community athletic complex. The project will have two components, evaluation of, and further planning of facilities owned jointly by the City and School District and planning for a future indoor recreation facility serving all of Door County at a yet to be determined site.

Components of the project will include a market study, stakeholder meetings, facility program recommendations, site recommendations, financial projections/economic impacts, capital cost estimating, and funding opportunities. The final work product can then be used by the City, School District, and others to assist in determining the scope of any possible improvements.

The total cost of the project is \$74,500, there is an additional fee for an optional community survey of \$6,000. At this time the survey option is not being selected.

The entities below have pledged or already contributed funds for the study, the funds are being held by the City of Sturgeon Bay.

Sturgeon Bay Schools	\$17,000
Anonymous Donor	\$24,500
City of Sturgeon Bay	\$20,000
Pickleball Group	\$1,000
Door County Medical Center	\$4,000
Fincantieri	\$8,000
TOTAL	\$74,500

Examining the feasibility of the idea, the need and support for reinvestment in these community athletic facilities is the goal of the effort. This is the first step of many if the project(s) are to proceed. Once the Feasibility Study is completed, the results will be shared with the Common Council and School Board. The report, besides informing on site, design, and cost, will provide insight into the financial feasibility, capacity and ability for program revenues.

After review and evaluation of the report details by the working group, the working group will modify the concepts as appropriate, and if favorable, begin identifying capital sources for each of the projects.

It is expected that the feasibility study will take about three to four months, followed by a period of about sixty days to circulate and review the study.

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of January 16, 2024, between the City of Sturgeon Bay (OWNER) and Ayres Associates Inc, 3433 Oakwood Hills Parkway, Eau Claire, WI 54701, (CONSULTANT).

OWNER intends to retain CONSULTANT for professional services for an Indoor/Outdoor Sport Complex Feasibility Study as described in Attachment A (hereinafter called the Project).

OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

The following Attachments are attached to and made a part of this Agreement.

- Attachment A - Scope of Services, consisting of 4 pages.
- Attachment B - Period of Services, consisting of 1 page.
- Attachment C - Compensation and Payments, consisting of 2 pages.
- Attachment D - Terms and Conditions, consisting of 3 pages.
- Attachment E - Insurance, consisting of 2 pages.

This Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

\_\_\_\_\_  
City of Sturgeon Bay  
OWNER

\_\_\_\_\_  
Ayres Associates Inc  
CONSULTANT

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

\_\_\_\_\_  
*Amanda Arnold*

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
Amanda Arnold, AICP

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Midwest Planning Lead

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
February 2<sup>nd</sup>, 2024

\_\_\_\_\_  
(Attest)

\_\_\_\_\_  
*Keely Campbell*

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
Keely Campbell, PG

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Manager – Development Services  
Midwest



## **ATTACHMENT A - SCOPE OF SERVICES**

This is an attachment to the Agreement dated January 16, 2024, between the City of Sturgeon Bay (OWNER) and Ayres Associates Inc (CONSULTANT).

### **ARTICLE 1 - BASIC SERVICES**

#### **1.1 General**

1.1.1 CONSULTANT shall provide professional services for OWNER on the potential development of a Door County Indoor/Outdoor Community Sports Complex, including professional consultation and advice, and duties and responsibilities as provided below.

The project will have two components: Evaluation of and further planning for athletic facilities owned by the City of Sturgeon Bay and Sturgeon Bay Schools and evaluation and planning for a future indoor recreation facility serving all of Door County but location at a yet to be determined site. Both sub-projects will be studied simultaneously through the tasks outlined below.

**After written authorization to proceed, CONSULTANT shall:**

#### **1.2 Project Initiation**

1.2.1 Host a virtual kick-off meeting with OWNER to establish a detailed timeline, modes of communication, and future meeting dates. In addition, the Consultant and OWNER will discuss the OWNER's detailed goals for the project, building on those outlined in the Request for Proposals.

#### **1.3 Market Analysis**

1.3.1 For the future indoor complex, the Consultant will examine what size/scope of facilities can our market successfully support, what are the trends for indoor/outdoor sports complexes and how would these facilities support tourism in the area?

1.3.2 For the facilities to be improved at the high school, the Consultant will explore other potential users in addition to the school system, such as the Aloha Baseball tournament, summer soccer, summer baseball/softball, and YMCA programs. For this portion of the study, the concepts developed by Rettler Corporation in April of 2023 will be used as the guide for future sports offerings at the high school.

1.3.3 For both projects, the Consultant will analyze the demographics of the area and look at key indicators of median age, median income, and household budget expenditures. Information will also be provided on age distribution, growth, race/ethnicity, and Tapestry segments. This information will help outline how future facilities may be used and by whom. Another focus of the market assessment will be overlaying rates of participation developed using data from the National Sporting Goods Association.

#### **1.4 Stakeholder Meetings**

1.4.1 The Consultant will be on-site for a 2-day period to conduct stakeholder meetings using the OWNER-provided list of stakeholder groups from the Request for Proposals.

1.4.2 The Consultant will produce a memorandum summarizing the feedback received.

## **1.5 Facility Program Recommendations**

1.5.1 Using the information gathered in the Project Initiation, Market Analysis, and Stakeholder Meetings, the Consultant will develop facility program recommendations. The initial recommendations will highlight facility components and approximate sizing for the two facilities.

1.5.2 For the indoor facility, the Consultant will provide a business model that outlines potential revenue and expenses based on similar facilities in similar markets.

1.5.3 For the outdoor facilities, the Consultant will provide recommendations related to uses beyond school system related sports and potential revenue

1.5.2 The result of the recommendations will be a facility program statement for each site that can be used to develop renderings and cost estimating.

## **1.6 Site Recommendations**

1.6.1 With the facility program statement in hand, the Consultant will begin to identify up to three (3) sites for an indoor facility. In addition to a site that can accommodate the facility, it will be important for the site to be large enough to have ample parking. Another key component of the site is a location that will facilitate participation from several communities. The Consultant will work closely with the OWNER to determine the best possible location for the facility.

## **1.7 Financial Projections/Economic Impact**

1.7.1 The Consultant will develop a financial analysis of both the indoor and outdoor proposed facilities and with that develop a business plan. The plan will focus on both expenses and revenues for the proposed projects. It will also focus on what could take place in the proposed indoor structure and other opportunities on the high school property. The expenses included in the financial analysis will include staffing (full-time, part-time, Contract), commodities, contractual obligations, along with a recommendation for capital improvement allocation. The revenues will focus on programming, special events, rentals, and other unique opportunities at the indoor location.

1.7.2 The expenses and revenues will be used to develop a 5-year projection along with cost recovery percentages. In presenting this information, the Consultant will offer recommendations regarding operational structure and management.

1.7.3 As a part of the financial projections, the Consultant will develop an economic impact statement for both the indoor and outdoor facility. The economic impact statement will provide an outline of the number of events the indoor and outdoor facility could host. From these figures, the Consultant will develop visitation numbers, daily spending figures, and hotel/motel nights.

## **1.8 Floor Plan/Capital Cost Estimating**

1.8.1 The Consultant will provide the Client with two conceptual floor plans for the indoor facility and an updated concept for the outdoor facility based on the Rettler concepts developed in 2023.

1.8.2 The concepts will highlight the programmable and non-programmable portions of the indoor facility. The design options will outline how the project may be phased over time if resources were not available to complete the full project.

1.8.3 The Consultant will provide sample imagery of what the exterior of the indoor recreation facility could look like, and an updated concept will be developed for the outdoor facility.

1.8.4 Using the facility program statement, the Consultant will use their working knowledge of active projects in the Door County area to develop a cost estimate. The cost estimate will include both the construction cost and total project cost. Those costs will be split to illustrate the cost for the outdoor facility and the indoor facility. An additional part of the cost estimate will be to provide information about the potential phasing of the project.

## **1.9 Funding**

1.91. Based on previous work experience, the Consultant will highlight the various funding sources that could be used to fund the indoor facility. The funding mechanisms will focus on both traditional and nontraditional methods.

## **1.10 Final Report**

1.10.1 The Consultant will develop a final report in the form of a PDF document. That report, along with information gathered over the course of the study, will be provided to OWNER on a thumb drive for use and distribution as they see fit.

## **ARTICLE 2 - ADDITIONAL SERVICES**

### **2.1 Services Requiring Authorization in Advance**

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by OWNER as indicated in Attachment C.

2.1.1 The Consultant has the ability to develop an online survey that could be distributed electronically to area residents. The Consultant could work with OWNER to develop questions and then would provide a summary report on the responses received. CONSULTANT will complete this additional service under this Agreement if requested in writing (via email) by OWNER.

## **ARTICLE 3 - OWNER'S RESPONSIBILITIES**

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including objectives and constraints, performance requirements, and budgetary limitations; and furnish copies of all standards which OWNER will require to be included in the Project.

3.3 Place at CONSULTANT's disposal all available pertinent information including previous reports and any other relevant data.

3.4 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following, all of which CONSULTANT may use and rely upon in performing services under this Agreement:

3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; including appropriate professional interpretations.

3.4.2 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies.

3.4.3 Property, boundary, easement, right-of-way, topographic and utility surveys.

3.4.4 Property descriptions.

3.4.5 Zoning, deed and other land use restriction.

3.4.6 Other special data or consultations not covered under Basic Services and Additional Services.

3.5 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

3.6 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor, financial/municipal advisor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.8 Recognizing and acknowledging that CONSULTANT's services and expertise do not include the following services, provide, as required for the Project:

3.8.1 Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

3.8.2 Legal services with regard to issues pertaining to the Project as OWNER requires or CONSULTANT reasonably requests.

3.9 Furnish to CONSULTANT data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.6 through 3.8.2, inclusive and other costs of the types referred to in paragraph 1.2.6) so that CONSULTANT may make the necessary findings to support opinions of probable Total Project Costs.

3.10 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of a hazardous environmental condition or any other development that affects the scope or timing of CONSULTANT's services, or any defect or nonconformance in CONSULTANT's services.

3.11 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 or other services as required.

3.12 Bear all costs incident to compliance with the requirements of Article 3.

## **ATTACHMENT B - PERIOD OF SERVICES**

This is an attachment to the Agreement dated January 16, 20204, between the City of Sturgeon Bay (OWNER) and Ayres Associates Inc (CONSULTANT).

### **ARTICLE 4 - PERIOD OF SERVICES**

4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. CONSULTANT's obligation to render services hereunder will extend for a period which may reasonably be required, including extra work and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.

4.2 The services called for in the Scope of Services will be completed and the Report submitted within nine (9) months after written authorization to proceed which will be given by OWNER within thirty days after CONSULTANT has signed this Agreement.

4.3 CONSULTANT's services under each phase of this Agreement shall each be considered complete at the earlier of (1) the date when the submissions have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.

4.4 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably.

4.5 OWNER shall be liable for all costs and damages incurred by CONSULTANT for delays caused in whole or in part by OWNER's interference with CONSULTANT's ability to provide services, including, but not limited to, OWNER's failure to provide specified facilities or information, or if CONSULTANT's services are extended by OWNER's actions or inactions for more than ninety days. OWNER agrees to indemnify and hold CONSULTANT harmless for any delays caused by OWNER. If delays are caused by unpredictable occurrences including, without limitation, terrorism, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of material or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency, the costs for services and schedule commitments shall be subject to change.



## **ATTACHMENT C - COMPENSATION AND PAYMENTS**

This is an attachment to the Agreement dated January 16, 2024, between the City of Sturgeon Bay (OWNER) and Ayres Associates Inc (CONSULTANT).

### **ARTICLE 5 - COMPENSATION AND PAYMENTS**

#### **5.1 Compensation for Services and Expenses**

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services set forth in Attachment A as follows:

5.1.1.1 A Lump Sum amount of \$ **74,500** based on the following assumed distribution of compensation:

5.1.1.2 The Lump Sum includes compensation for CONSULTANT's services and services of CONSULTANT's independent professional associates and subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

5.1.2 Additional Services. OWNER shall pay CONSULTANT for Additional Services, if any, as follows:

5.1.2.1 For services of CONSULTANT's employees engaged directly on the Project pursuant to Attachment A, paragraph 2.1.1 (except for services as a consultant or witness under Attachment A, paragraph 2.1.9), OWNER shall pay CONSULTANT for a lump sum amount of \$6,000. For all other additional services, OWNER shall pay CONSULTANT an amount equal to CONSULTANT's Direct Labor Costs plus related Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.4 Amounts Billed.

5.1.4.1 Lump Sum Services. The portion of the amounts billed for CONSULTANT's services which are related to services rendered on a Lump Sum basis will be billed based upon CONSULTANT's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

5.1.6 Other Provisions Concerning Compensation

5.1.6.1 Charges of CONSULTANT's Independent Professional Associates and Subconsultants. Whenever CONSULTANT is entitled to compensation for the charges of CONSULTANT's independent professional associates and subconsultants, those charges shall be the amounts billed to CONSULTANT times a factor of 1.0.

5.1.6.2 Factors. The factors for external Reimbursable Expenses and CONSULTANT's independent professional associates and subconsultants include CONSULTANT's overhead and profit associated with CONSULTANT's responsibility for the administration of such services and costs.

5.1.6.3 Records. Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT's charges and upon OWNER's timely request, CONSULTANT shall make copies of such records available to OWNER at cost.

## **5.2 Payments**

5.2.1 Times of Payments. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.

5.2.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.), or the maximum rate of interest permitted by law, if less, from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.

5.2.3 Payments Upon Termination. In the event of termination by OWNER under Attachment D, paragraph 7.5, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. In the event of termination by OWNER for convenience or by CONSULTANT for cause, CONSULTANT also shall be entitled to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's independent professional associates and subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Attachment C.

5.2.4 Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

5.2.5 Deductions or Offsets. No deductions or offsets shall be made from CONSULTANT's compensation or expenses on account of any setoffs or back charges.

## **5.3 Definitions**

5.3.1 Direct Labor Costs. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.

5.3.2 Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred by CONSULTANT, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; toll telephone calls and mobile phone charges; facsimile transmissions; expenses incurred for computer time, survey and testing instruments, and other highly specialized equipment; and reproduction of reports, documents, and similar Project-related items.

## **ATTACHMENT D - TERMS AND CONDITIONS**

This is an attachment to the Agreement dated January 16, 2024, between the City of Sturgeon Bay (OWNER) and Ayres Associates Inc (CONSULTANT).

### **ARTICLE 6 - OPINIONS OF COST**

#### **6.1 Opinions of Probable Cost**

CONSULTANT's opinions of probable Project Costs are made on the basis of CONSULTANT's experience, qualifications and judgment; but CONSULTANT cannot and does not guarantee that actual Project Costs will not vary from opinions of probable cost. If OWNER wishes greater assurance as to Total Project Costs, OWNER shall employ an independent cost estimator.

### **ARTICLE 7 - GENERAL CONSIDERATIONS**

#### **7.1 Standard of Performance**

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

#### **7.2 Reuse of Documents**

All documents prepared or furnished by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT shall retain an ownership and property interest therein. OWNER may make and retain copies for information and reference in connection with use by OWNER; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, or to independent professional associates or subconsultants, and OWNER shall indemnify and hold harmless CONSULTANT and independent professional associates and subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

#### **7.3 Electronic Files**

7.3.1 OWNER and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either OWNER or CONSULTANT are subject to review and acceptance by the other party. Additional services by CONSULTANT made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

7.3.2 Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the

electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

7.3.3 OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

## **7.4 Insurance**

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E.

## **7.5 Termination**

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

## **7.6 Controlling Law**

This Agreement is to be governed by the law of the place of business of CONSULTANT at the address hereinbefore stated.

## **7.7 Successors and Assigns**

7.7.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 7.7.2 the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.7.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

## **7.8 Dispute Resolution**

7.8.1 Negotiation. OWNER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. If direct negotiations fail, OWNER and CONSULTANT agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

#### **7.9 Exclusion of Special, Indirect, Consequential, and Liquidated Damages**

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

#### **7.10 Limitation of Professional Liability**

OWNER agrees to limit CONSULTANT's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or CONSULTANT's fee, whichever is greater. In the event that OWNER does not wish to limit CONSULTANT's professional liability to this sum, CONSULTANT agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving OWNER's written request prior to the start of CONSULTANT's services.



## ATTACHMENT E - INSURANCE

This is an attachment to the Agreement dated January 16, 2024, between the City of Sturgeon Bay (OWNER) and Ayres Associates Inc (CONSULTANT).

### ARTICLE 8 - INSURANCE

#### 8.1 Workers' Compensation

Workers' Compensation insurance covering the CONSULTANT for any and all claims which may arise against the CONSULTANT because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following:

Each Accident:	\$	100,000
Disease, Policy Limit:	\$	500,000
Disease, Each Employee:	\$	100,000

#### 8.2 Commercial General Liability

Commercial General Liability insurance protecting the CONSULTANT against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate:	\$	1,000,000
Products-Completed Operations Aggregate:	\$	1,000,000
Personal and Advertising Injury:	\$	1,000,000
Each Occurrence:	\$	1,000,000

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if CONSULTANT is engaged in these activities.

Commercial General Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

#### 8.3 Business Automobile Liability

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage, Combined Single Limit:	\$	1,000,000
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#### 8.4 Umbrella Excess Liability

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

Each Occurrence:	\$	1,000,000
Aggregate:	\$	1,000,000

## **8.5 Professional Liability (Errors and Omissions)**

Professional Liability insurance protecting the CONSULTANT against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

Each Claim:	\$ 1,000,000
Aggregate:	\$ 1,000,000

## **8.6 Valuable Papers**

During the life of this Agreement, the CONSULTANT shall maintain in force Valuable Papers and Records insurance in an amount equal to the maximum exposure to loss of written, printed, or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts as shall be required and/or produced in the completion of this Agreement by the CONSULTANT.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the City Plan Commission, hereby recommend to approve the floodplain zoning map and ordinance amendments relating to Chapter 23 "Floodplain Zoning Code" of the Municipal Code.

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

RESOLVED, that the foregoing recommendation be adopted.

Date: February 21, 2024.

\*\*\*\*\*

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

## Executive Summary

**Title:** Revised Floodplain Ordinance and Maps

**Background:** Chapter 23 of the municipal code is the Floodplain Zoning Code, which regulates and restricts development within the floodplain as depicted in the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Maps (FIRMs). FEMA periodically revises their Flood Insurance Study (FIS) and the FIRM's. FEMA has completed revisions to the FIS for Door County including the City of Sturgeon Bay. In addition, the Wisconsin DNR and FEMA have completed revisions to the model floodplain zoning ordinance. The City must formally adopt these maps and the updated floodplain zoning ordinance by May 8, 2024, in order to continue to be in the National Flood Insurance Program (NFIP), which allows impacted property owners to obtain federally backed flood insurance for flood-prone properties. The adopted ordinance needs to be at least as restrictive as the model ordinance. At the Plan Commission meeting on February 21<sup>st</sup>, 2024, no testimony was given by members of the public, and the Commission approved as presented.

**Summary of floodplain map changes:** The Plan Commission reviewed the preliminary FIRMs at its April 2023 meeting. It was decided not to appeal any of the preliminary maps. The final FIRM's match the preliminary ones. Except for the exposed areas along the west side (north of Bay View Park) and the far north area along the east side, the Base Flood Elevation (BFE) of the waterfront areas of Sturgeon Bay will either remain the same or decrease under the new flood study. The BFE will increase from 585' above sea level to 587' for the northernmost portion of the east side, including much of the area north of Alabama Street and the western portion of Sunset Park as well as the west side shore from the city limits (Bullhead Point) to the former railroad bridge abutment. The BFE will remain at 585' along the east side from the Sunset Park boat launch to the Michigan Street Bridge. The BFE will decrease to 584' at Bradley Lake and eastern portion of Sunset Park, along with the area around Lama Wamah Lagoon and around both sides of the bay between the Michigan Street Bridge and the Bayview Bridge. Finally, the BFE will decrease to 583' for both sides of the bay from the Bayview Bridge to the canal.

**Major changes in the ordinance:** The following are the more significant changes to the floodplain zoning ordinance:

Coastal floodplain district (CFD)- there is a new floodplain district known as the coastal floodplain district, which is used for Coastal Zones (V/ VE) on the FIRM. The coastal zones are areas that can be hit by 3-foot-tall waves. In the CFD there is no fill allowed and any new buildings located in the coastal zone will need to be installed on pilings similar to what is seen in Florida along the coast. The estimated impact from this change is not high due to the very small areas on land that are within the CFD. Based upon staff's review, these areas either do not have any buildings located there or it is not likely that a new building would be placed in that area due to the city's required setback from navigable water.

Floodway Development - Areas located on the floodway will be required to conduct hydraulic and hydrologic analyses to determine if there is any impact on flood storage or regional flood height. Under the current ordinance increases of flood height of up to 0.01 inch are permissible,

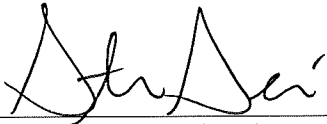
but the new code allows no increase. In Sturgeon Bay the only mapped floodway is along Little Creek between Michigan Street and the bay.

Nonconforming Uses - The new code has an alternative method to regulating nonconforming structures known as Act 175 provisions. These are listed in section 23.06(1)(d) of the draft code. The City has the option to include Act 175 rules in the ordinance. If the City decides to adopt this section of the ordinance the requirements for legal nonconforming structures are less restrictive if the need to repair or rebuild occurs. If the City decides to not adopt Act 175 then any repairs cannot exceed 50% of the equalized assessed value per NR116. Basically, if it is the goal to eventually eliminate nonconforming structures from the floodplain, then the City should not include the Act 175 provisions. But, if the City is OK allowing nonconforming structures to remain in the floodplain if floodproofed, then it should include the Act 175 provisions.

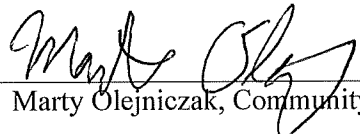
Other Changes – The new code has stricter standards and procedures for removing lands from the floodplain. It contains detailed provisions for uses such as campgrounds, but most of those are not currently applicable to Sturgeon Bay. It has more details and procedures for administering the code.

**Fiscal Impact:** There is little to no fiscal impact to the city for these updates.

**Recommendation:** Approve as presented.

Prepared by:   
Stephanie Servia, Planner/Zoning Administrator

2-29-2024  
Date

Reviewed by:   
Marty Olejniczak, Community Development Director

2-29-2024  
Date







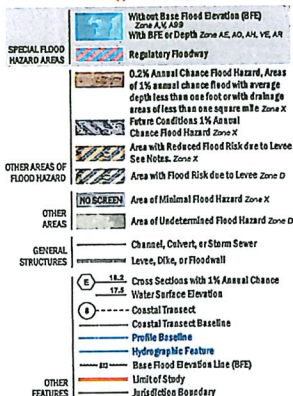


THIS AREA SHOWN AT A  
SCALE OF 1" = 500'  
ON MAP NUMBER  
55029C0458

THIS AREA SHOWN AT A  
SCALE OF 1" = 500'  
ON MAP NUMBER  
55029C0459

## FLOOD HAZARD INFORMATION

SEE THIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL UPDATES.  
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING  
DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT  
[HTTPS://MSC.FEMA.GOV](https://msc.fema.gov)



## NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including blank versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please visit the FEMA Mapping and Information website at <https://fema.gov> or visit the FEMA Panel Map Service Center website at <https://fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Any of these products can be ordered or obtained directly from the website.

Communications received and as reflected (FIRM) panels must contain a current copy of the adjacent panel or panels as the current FIRM data. These may be obtained directly from the Flood Map Service Center at the nearest time shown.

For community and municipality map dates, refer to the Flood Insurance Study Report for the jurisdiction.

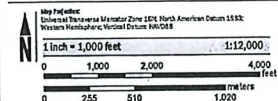
To determine if flood insurance is available in the community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-8625.

Base map information shown on this FIRM was provided in digital format by the National Aeronautics and Space Administration (NASA) and the National Oceanic and Atmospheric Administration (NOAA). This information was derived from digital orthorectified photography at a resolution of 1:250,000 from the National Aeronautics and Space Administration (NASA).

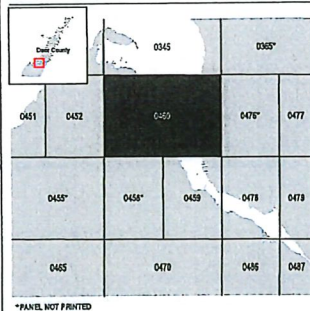
LIMIT OF MODERATE WAVE ACTION: Zone X has been divided into a Limit of Moderate Wave Action (LMWA). The LMWA represents the approximate boundary that of the limited breaking waves. The extent of wave limits, between Zone X and the LMWA for example, are shown in the LMWA for areas where Zone X is not depicted on the FIRM. In the case of Zone X, the LMWA is shown in the FIRM.

— Limit of Moderate Wave Action (LMWA)

## SCALE



## PANEL LOCATOR



\*PANEL NOT PRINTED

**FEMA**  
National Flood Insurance Program

## NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP

Door County, Wisconsin  
and Incorporated Areas  
Panel 460 of 620



Panel Contains:  
COMMUNITY: 550111, 0460, 0  
DOOR COUNTY: 550111, 0460, 0  
STURGEON BAY, CITY OF

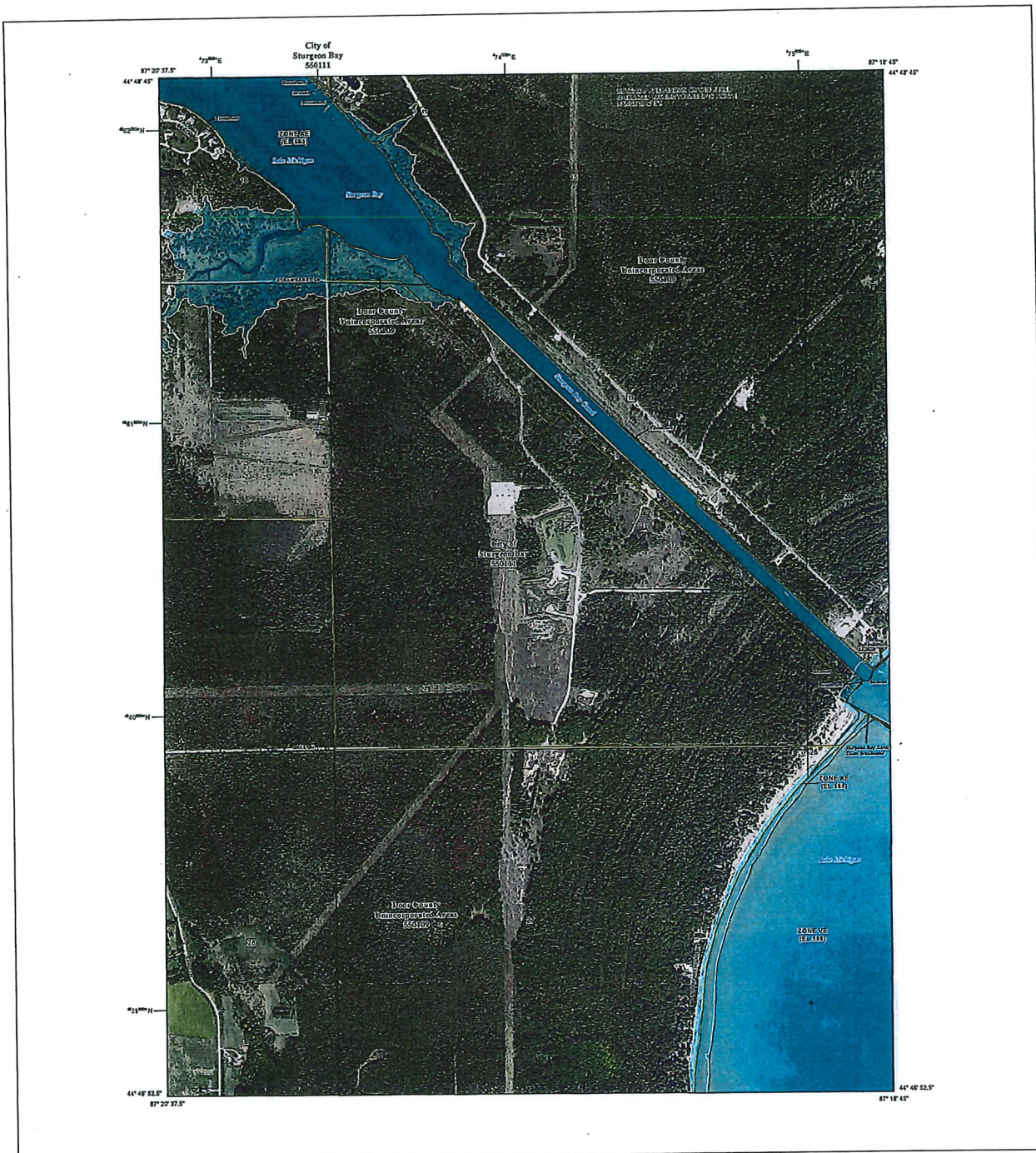
REVISED  
PRELIMINARY  
7/29/2022

VERSION NUMBER  
2-4-3-5  
MAP NUMBER  
55029C0460D  
MAP REVISED



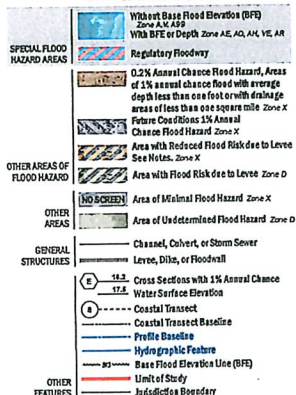






# FLOOD HAZARD INFORMATION

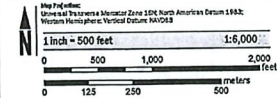
SEE FIRM REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT  
 THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING  
 DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT  
[HTTPS://MSC.FEMA.GOV](https://msc.fema.gov)



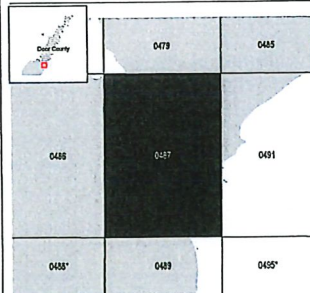
# NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), consult the products associated with the FIRM, including the map, the current map data for each FIRM panel, the FIRM panel data, or the Flood Insurance Rate Map (FIRM) data. For general information, please refer to the FIRM data. For more information, please refer to the FIRM data. For more information, please refer to the FIRM data.

# SCALE



# PANEL LOCATOR



# NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP

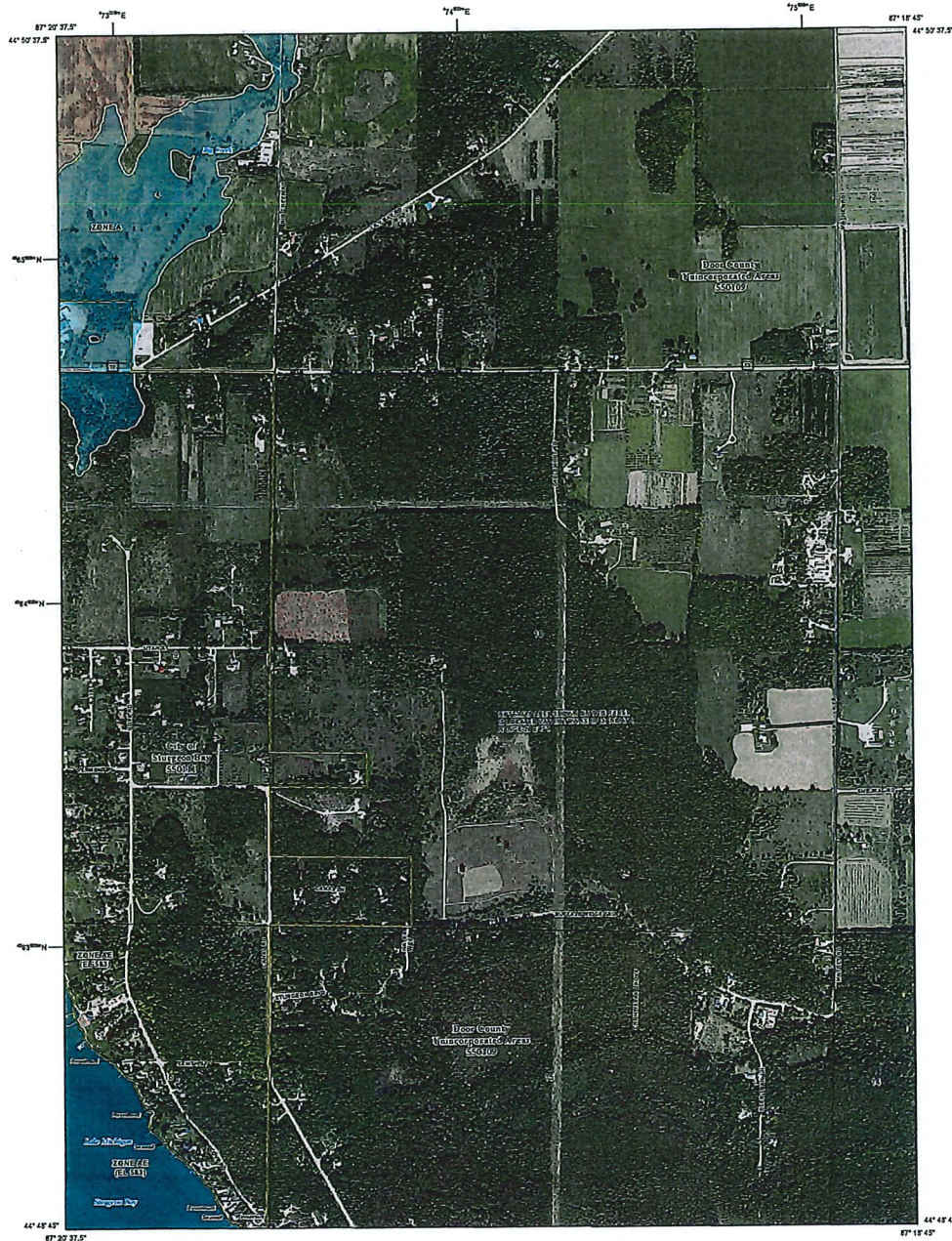
DOOR COUNTY, WISCONSIN  
 and Incorporated Areas  
 Panel 487 of 620

COMMUNITY	NUMBER	PANEL	SUFFIX
DOOR COUNTY, WISCONSIN, CITY OF	55011	0487	0

**PRELIMINARY**  
 12/17/2021

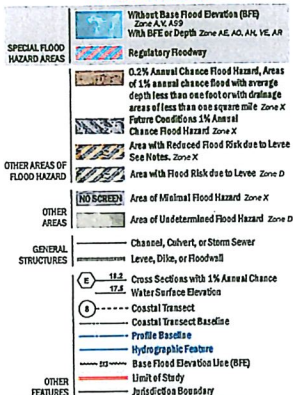
VERSION NUMBER  
 24.35  
 MAP NUMBER  
 55029C0487D  
 MAP REVISED





## FLOOD HAZARD INFORMATION

SEE FIRM REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PARALLEL TO THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT [HTTPS://MHC.FEMA.GOV](https://mhc.fema.gov)



## NOTES TO USERS

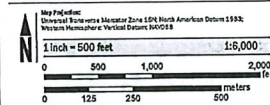
For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map data for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Map Information Center at 1-877-FEMA-6626 (1-877-366-6626) or visit the FEMA Flood Map Information Center website at <https://www.fema.gov/flood-maps>. Available products may include previously issued editions of Map Change, a Flood Insurance Study Report, or other digital versions of this map. Users of these products may be advised or alerted, directly from the website.

Currentities involving land on adjacent FIRM panels must include a current copy of the adjacent panel as well as the current FIRM data. These may be obtained directly from the Flood Map Service Center at the National Flood Insurance Program.

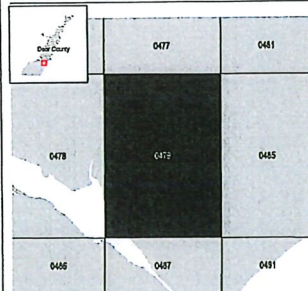
For community and geographic map data, refer to the Flood Insurance Study Report for this jurisdiction. The geographic flood insurance is available in this community, coastal zone insurance report or the National Flood Insurance Program at 1-877-FEMA-6626.

Base map information shown on this FIRM was prepared by digital means by the National Flood Insurance Program (NFIP) and is not a product of the National Flood Insurance Program. This information was derived from digital or topographic data or a combination of both.

## SCALE



## PANEL LOCATOR



## NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP

DOOR COUNTY, WISCONSIN  
and Incorporated Areas  
Panel 479 of 620

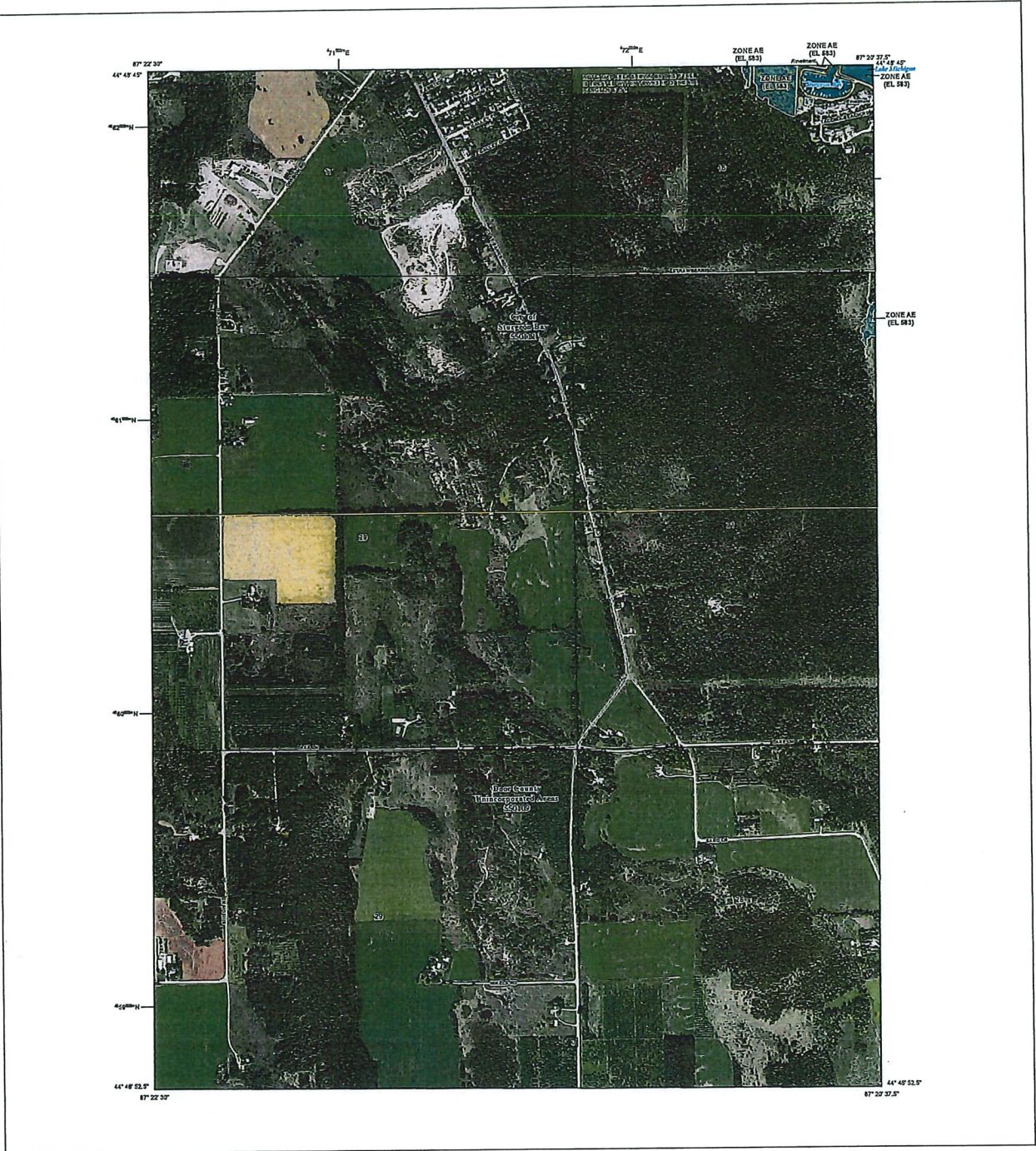


Panel Contains:  
COMMUNITY NUMBER PANEL SURVEY  
DOOR COUNTY 55119 048 0  
SPRINGFIELD, CITY 55111 049 0

PRELIMINARY  
12/17/2021

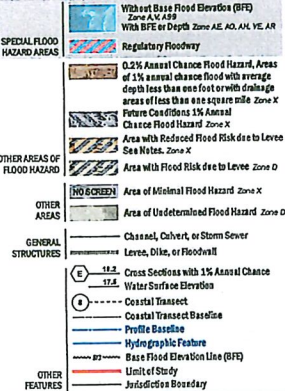
VERSION NUMBER  
2-4-3-5  
MAP NUMBER  
55029C0479D  
MAP REVISED





# FLOOD HAZARD INFORMATION

SEE THIS REPORT FOR DETAILED LEGEND AND BLOCK MAP FOR PANEL LAYOUT. THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT [HTTPS://MSC.FEMA.GOV](https://msc.fema.gov)



# NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including zoning, and the current and future flood risk, please visit the FEMA Flood Information Center at <https://flood.fema.gov> or call the FEMA Flood Information Center at 1-877-586-5877 or visit the FEMA Flood Map Service Center website at <https://www.fema.gov/flood-maps>. Available products may include preliminary flood maps, Flood Insurance Study Reports, and digital versions of this map. Many of these products may be obtained directly from the website.

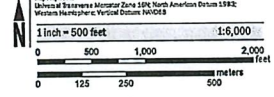
Communities receiving flood risk information from FEMA should obtain a current copy of the latest panel or set of the current FIRM. These may be obtained directly from the Flood Map Service Center at the nearest flood office.

For community and emergency map data refer to the Flood Insurance Study Report for this jurisdiction.

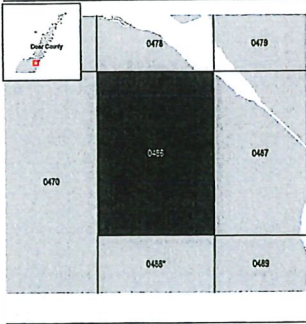
The contents of this document are available in this community, standard print insurance report or on the National Flood Insurance Program at <https://www.fema.gov/flood-maps>.

Base map information shown on this FIRM was provided by the National Aerial Photography Program (NAPP) administered by the United States Department of Agriculture. This information was derived from digital orthophotography at a resolution resolution from a photograph dated 2011.

# SCALE



# PANEL LOCATOR



**NATIONAL FLOOD INSURANCE PROGRAM**  
FLOOD INSURANCE RATE MAP

**DOOR COUNTY, WISCONSIN**  
and Incorporated Areas

Panel 486 of 620

Panel Contains:  
COMMUNITY NUMBER PANEL SUFFIX  
DOOR COUNTY 550119 0416 D  
SPURGEON BAY, CITY 550111 0416 D  
OF

**PRELIMINARY**  
12/17/2021

VERSION NUMBER 2.4.3.5  
MAP NUMBER 55029C0486D  
MAP REVISED

## ORDINANCE NO. \_\_\_\_\_

An Ordinance to Repeal and Recreate Chapter 23 "Floodplain Zoning Code" of the Municipal Code as follows.

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

SECTION 1: Chapter 23 of the Municipal Code of the City of Sturgeon Bay, Wisconsin is hereby amended to read as follows:

23.01 Statutory authorization, finding of fact, statement of purpose, title, and general provisions.

- (1) *Statutory authorization.* This ordinance is adopted pursuant to the authorization in s. 61.35 and 62.23, Wis. Stats., for villages and cities; and the requirements in s. 87.30, Wis. Stats.
- (2) *Finding of fact.* Uncontrolled development and use of the floodplains and rivers of this municipality would impair the public health, safety, convenience, general welfare, and tax base.
- (3) *Statement of purpose.* This ordinance is intended to regulate floodplain development to:
  - (a) Protect life, health and property;
  - (b) Minimize expenditures of public funds for flood control projects;
  - (c) Minimize rescue and relief efforts undertaken at the expense of the taxpayers;
  - (d) Minimize business interruptions and other economic disruptions;
  - (e) Minimize damage to public facilities in the floodplain;
  - (f) Minimize the occurrence of future flood blight areas in the floodplain;
  - (g) Discourage the victimization of unwary land and homebuyers;
  - (h) Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and

- (i) Discourage development in a floodplain if there is any practicable alternative to locate the activity, use or structure outside of the floodplain.
- (4) *Title.* This ordinance shall be known as the Floodplain Zoning Ordinance for Sturgeon Bay, Wisconsin.
- (5) *General provisions.*
  - (a) *Areas to be regulated.* This ordinance regulates all areas of special flood hazard identified as zones A, AO, AH, A1-30, AE, VE, V1-30, or V on the Flood Insurance Rate Map. Additional areas identified on maps approved by the Department of Natural Resources (DNR) and local community may also be regulated under the provisions of this ordinance, where applicable.
  - (b) *Official maps & revisions.* Special Flood Hazard Areas (SFHA) are designated as zones A, A1-30, AE, AH, AO, VE, V1-30, or V on the Flood Insurance Rate Maps (FIRMs) based on flood hazard analyses summarized in the Flood Insurance Study (FIS) listed in subd. 1 below. Additional flood hazard areas subject to regulation under this ordinance are identified on maps based on studies approved by the DNR and listed in subd. 2 below. These maps and revisions are on file in the City of Sturgeon Bay Community Development Department.

1. Official maps based on the Flood Insurance Study (FIS):

- a. Flood Insurance Rate Map (FIRM), panel numbers 55029C0459D, 55029C0460D, 55029C0478D, 55029C0479D, 55029C0486D, 55029C0487D, and 55029C0491D, dated 05/08/2024;
- b. Flood Insurance Rate Map (FIRM), panel numbers 55029C0458C, 55029C0470C, and 55029C0476C, dated 03/02/2009;
- c. Flood Insurance Study (FIS) for City of Sturgeon Bay (Door County), 55029CV000B, dated 05/08/2024.

Approved by: The DNR and FEMA

2. Official maps based on other studies. Any maps referenced in this subsection must be approved by the DNR and be more restrictive than those based on the FIS at the site of the proposed development.

(c) *Establishment of floodplain zoning districts.* The flood hazard areas regulated by this ordinance are divided into districts as follows:

1. The Floodway District (FW), is the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional floodwaters, within AE Zones as shown on the FIRM, or within A Zones shown on the FIRM when determined according to subsection 23.05(1)(e).
2. The Floodfringe District (FF) is that portion of a riverine special flood hazard area outside the floodway within AE Zones on the FIRM, or, when floodway limits have been determined according to subsection 23.05(1)(e), within A Zones shown on the FIRM.
3. The General Floodplain District (GFP) is those riverine areas that may be covered by floodwater during the regional flood in which a floodway boundary has not been delineated on the FIRM and also includes shallow flooding areas identified as AH and AO zones on the FIRM.
4. The Coastal Floodplain District (CFP) is an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast, and any other area subject to high velocity wave action from storms, including areas identified as zone V, V1-30, or VE on the FIRM. Where a riverine AE floodway extends into the CFP district, development within the floodway must comply with the regulations for both the FW and CFP districts. Where a riverine A zone or AE zone with no floodway determination abuts the CFP district, the riverine study's floodway limit must be determined based on standard floodway expansion principles within the CFP district and development within the floodway must comply with the standards for both the FW and CFP districts.

(d) *Locating floodplain boundaries.* Discrepancies between the exterior boundaries of zones A1-30, AE, AH, or A on the official floodplain zoning map and actual field conditions may be resolved using the criteria in subd. 1 or 2 below. If a significant difference exists, the map shall be amended according to section 23.08 *Amendments*. The zoning administrator can rely on a boundary derived from a profile elevation to grant or deny a land use permit, whether or not a map amendment is required. The zoning administrator shall be responsible for documenting actual pre-development field conditions and the basis upon which the district boundary was determined. Disputes between the zoning administrator and an applicant over the district boundary line shall be



settled according to subsection 23.07(3)(c) and the criteria in subds.1 and 2 below. Where the flood profiles are based on established base flood elevations from a FIRM, FEMA must approve any map amendment or revision pursuant to section 23.8 *Amendments*.

1. If flood profiles exist, the map scale and the profile elevations shall determine the district boundary. The regional or base flood elevations shall govern if there are any discrepancies.
2. Where flood profiles do not exist for projects, including any boundary of zone A, AO, V1-30, VE, or V, the location of the boundary shall be determined by the map scale.

(e) *Removal of lands from floodplain.*

1. Compliance with the provisions of this ordinance shall not be grounds for removing land from the floodplain unless it is filled at least two feet above the regional or base flood elevation, the fill is contiguous to land outside the floodplain, and the map is amended pursuant to section 23.08 *Amendments*.
2. The delineation of any of the Floodplain Districts may be revised by the community where natural or man-made changes have occurred and/or where more detailed studies have been conducted. However, prior to any such change, approval must be obtained from the Wisconsin Department of Natural Resources and Federal Emergency Management Agency. A completed Letter of Map Revision is a record of this approval. The floodplain administrator shall not sign a community acknowledgement form unless all criteria set forth in the following paragraphs are met:
  - a. The land and/or land around the structure must be filled at least two feet above the regional or base flood elevation;
  - b. The fill must be contiguous to land outside the floodplain; Applicant shall obtain floodplain development permit before applying for a LOMR or LOMR-F;
3. Removal of lands from the floodplain may also occur by operation of §87.30(1)(e), Wis. Stats., if a property owner has obtained a letter of map amendment from the federal emergency management agency under 44 C.F.R. 70.

(f) *Compliance.*



1. No structure or use within areas regulated by this ordinance shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged, or altered without full compliance with the terms of these regulations and all other applicable regulations that apply to uses within the jurisdiction of these regulations.
2. Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with section 23.09 *Enforcement and Penalties*.
3. Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use, and arrangement, set forth in such approved plans and applications, or amendments thereto if approved by the Floodplain Administrator. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with section 23.09 *Enforcement and Penalties*.

(g) *Municipalities and state agencies regulated.* Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this ordinance and obtain all necessary permits. State agencies are required to comply if s. 13.48(13), Wis. Stats., applies. The construction, reconstruction, maintenance and repair of state highways and bridges by the Wisconsin Department of Transportation is exempt when s. 30.2022, Wis. Stats., applies. Although exempt from a local zoning permit and permit fees, DOT must provide sufficient project documentation and analysis to ensure that the community is in compliance with Federal, State, and local floodplain standards. If a local transportation project is located within a Zone A floodplain and is not a WisDOT project under s. 30.2022, Wis. Stats., then the road project design documents (including appropriate detailed plans and profiles) may be sufficient to meet the requirements for issuance of a local floodplain permit if the following apply: The applicant provides documentation to the Floodplain Administrator that the proposed project is a culvert replacement or bridge replacement under 20-foot span at the same location, the project is exempt from a DNR permit under s. 30.123(6)(d), Wis. Stats., the capacity is not decreased, the top road grade is not raised, and no floodway data is available from a federal, state, or other source. If floodway data is available in the impacted area from a federal, state, or other source that existing data must be utilized by the applicant in the analysis of the project site.

(h) *Abrogation and greater restrictions.*

1. This ordinance supersedes all the provisions of any municipal zoning ordinance enacted under s. 62.23 for cities or s. 87.30, Wis. Stats., which relate to floodplains. A more restrictive ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.
  2. This ordinance is not intended to repeal, abrogate, or impair any existing deed restrictions, covenants, or easements. If this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail.
- (i) *Interpretation.* In their interpretation and application, the provisions of this ordinance are the minimum requirements liberally construed in favor of the governing body and are not a limitation on or repeal of any other powers granted by the Wisconsin Statutes. If a provision of this ordinance, required by ch. NR 116, Wis. Adm. Code, is unclear, the provision shall be interpreted in light of the standards in effect on the date of the adoption of this ordinance or in effect on the date of the most recent text amendment to this ordinance.
- (j) *Warning and disclaimer of liability.* The flood protection standards in this ordinance are based on engineering experience and research. Larger floods may occur, or the flood height may be increased by man-made or natural causes. This ordinance does not imply or guarantee that non-floodplain areas or permitted floodplain uses will be free from flooding and flood damages. This ordinance does not create liability on the part of, or a cause of action against, the municipality or any officer or employee thereof for any flood damage that may result from reliance on this ordinance.
- (k) *Severability.* Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.
- (l) *Annexed areas.* The Door County floodplain zoning provisions in effect on the date of annexation shall remain in effect and shall be enforced by the City of Sturgeon Bay for all annexed areas until the City of Sturgeon Bay adopts and enforces an ordinance which meets the requirements of ch. NR 116, Wis. Adm. Code and 44 CFR 59-72, *National Flood Insurance Program* (NFIP). These annexed lands are described on the official zoning map. County floodplain zoning provisions are incorporated by reference for the purpose of administering this section and are on file in the Sturgeon Bay Community Development Department. All plats or maps of annexation shall show the regional flood elevation and the floodway location.

23.02 General Standards applicable to all floodplain districts.

- (1) The zoning administrator shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding and assure that all necessary permits have been received from those governmental agencies whose approval is required by federal or state law.*
- (2) Building sites.* If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall:
  - (a) be designed and anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
  - (b) be constructed with flood-resistant materials;
  - (c) be constructed by methods and practices that minimize flood damages; and
  - (d) Mechanical and utility equipment must be elevated to or above the flood protection elevation.
- (3) Subdivisions/new developments.* If a subdivision or other proposed new development is in a flood-prone area, the following shall apply:
  - (a) such proposed subdivision or other proposed new development shall be consistent with the need to minimize flood damage within the flood-prone area;
  - (b) public utilities and facilities such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage; and
  - (c) adequate drainage shall be provided to reduce exposure to flood hazards.
  - (d) All subdivision proposals (including manufactured home parks) shall include regional flood elevation and floodway data and all other information required in subsection 23.07(1)(b).
- (4) Obstructions and increases of regional flood height.*
  - (a) No floodplain development shall:

1. Obstruct flow, defined as development which blocks the conveyance of floodwaters by itself or with other development, causing any increase in the regional flood height; or
  2. Cause any increase in the regional flood height due to floodplain storage area lost.
- (b) The zoning administrator shall deny permits if it is determined the proposed development will obstruct flow or cause any increase in the regional flood height, based on the officially adopted FIRM or other adopted map, unless the provisions of section 23.08 *Amendments* are met.
- (5) Watercourse alterations. No land use permit to alter or relocate a watercourse in a mapped floodplain shall be issued until the zoning administrator has notified in writing all adjacent municipalities, the Department and FEMA regional offices, and required the applicant to secure all necessary state and federal permits. The standards of subsection 23.02(4) must be met and the flood carrying capacity of any altered or relocated watercourse shall be maintained. As soon as is practicable, but not later than six months after the date of the watercourse alteration or relocation and pursuant to section 23.08 *Amendments*, the community shall apply for a Letter of Map Revision (LOMR) from FEMA. Any such alterations must be reviewed and approved by FEMA and the DNR through the LOMC process.
- (6) *Chapter 30, 31, Wis. Stats., development.* Development which requires a permit from the Department, under chs. 30 and 31, Wis. Stats., such as docks, piers, wharves, bridges, culverts, dams, and navigational aids, may be allowed if the necessary permits are obtained and amendments to the floodplain zoning ordinance are made according to section 23.08 *Amendments*.
- (7) *Public or private campgrounds.* Public or private campgrounds shall have a low flood damage potential and shall meet the following provisions:
- (a) The campground is approved by the Department of Agriculture, Trade and Consumer Protection;
  - (b) A land use permit for the campground is issued by the zoning administrator;
  - (c) The character of the river system and the campground elevation are such that a 72-hour warning of an impending flood can be given to all campground occupants;
  - (d) There is an adequate flood warning procedure for the campground that offers the minimum notice required under this section to all persons in



the campground. This procedure shall include a written agreement between the campground owner, the floodplain zoning agency or zoning administrator, the municipal emergency government coordinator and the chief law enforcement official which specifies the flood elevation at which evacuation shall occur, personnel responsible for monitoring flood elevations, types of warning systems to be used and the procedures for notifying at-risk parties, and the methods and personnel responsible for conducting the evacuation;

- (e) This agreement shall be for no more than one calendar year, at which time the agreement shall be reviewed and updated - by the officials identified in paragraph (d) - to remain in compliance with all applicable regulations, including those of the state Department of Agriculture, Trade and Consumer Protection and all other applicable regulations;
- (f) All mobile recreational vehicles placed on site must meet one of the following:
  - 1. Be fully licensed, if required, and ready for highway use as specified under subd. 4 below; or
  - 2. Not occupy any site in the campground for more than 180 consecutive days, at which time the recreational vehicle must be removed from the floodplain for a minimum of 24 hours; or
  - 3. Meet the requirements in either section 23.03, 23.04, 23.05(1), or 23.05(2) for the floodplain district in which the structure is located;
  - 4. A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.
- (g) All camping units that remain on site for more than 30 days shall be issued a limited authorization by the campground operator, a written copy of which is kept on file at the campground. Such authorization shall allow placement of a camping unit consistent with paragraph (f) above and shall ensure compliance with all the provisions of this section;
- (h) The City of Sturgeon Bay shall monitor the limited authorizations issued by the campground operator to assure compliance with the terms of this section;
- (i) The campground shall have signs clearly posted at all entrances warning of the flood hazard and the procedures for evacuation when a flood warning is issued; and

(j) All service facilities, including but not limited to refuse collection, electrical service, gas lines, propane tanks, sewage systems and wells shall be properly anchored and placed at or floodproofed to the flood protection elevation; and

(k) Standards for structures in a campground:

1. All structures must comply with subsection 23.02(7) or meet the applicable requirements in sections 23.03, 23.04, 23.05(1), or 23.05(2) for the floodplain district in which the structure is located;
2. Deck/landing-a portable landing may be allowed for a camping unit for each entry provided that the landing is not permanently attached to the ground or camping unit, is no more than 200 square feet in size, shall be portable, contain no walls or roof, and can be removed from the campground by a truck and/or trailer. Sections of such portable landings may be placed together to form a single deck not greater than 200 square feet at one entry point. Provisions for the removal of these temporary landings during flood events must be addressed within the written agreement under subsection (7)(d) above. Any such deck/landing structure may be constructed at elevations lower than the flood protection elevation but must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.
3. Decks/patios that are constructed completely at grade may be allowed but must also comply with applicable shoreland zoning standards.
4. Camping equipment and appurtenant equipment in the campground may be allowed provided that the equipment is not permanently attached to the ground or camping unit, is not used as a habitable structure, and must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood. Provisions for the removal of this equipment during flooding events shall be addressed within the written agreement under subsection (7)(d) above.
5. Once a flood warning in the written agreement has been issued for the campground, the campground owner or the designated operator shall ensure that all persons, camping units, decks, camping equipment and appurtenant equipment in the campground shall be evacuated within the timelines specified within the written agreement under subsection (7)(d) above.

- (l) A land use permit shall be obtained as provided under subsection 23.07(2)(b) before any development; repair, modification, or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated.

### 23.03 Floodway district (FW).

- (1) *Applicability.* This section applies to all floodway areas on the floodplain zoning maps and those identified pursuant to subsection 23.05(1)(e).
- (2) *Permitted uses.* The following open space uses are allowed in the Floodway District and the floodway areas of the General Floodplain District, if they are not prohibited by any other ordinance; they meet the standards in subsections 23.03(3) and (4); and all permits or certificates have been issued according to subsection 23.07(1).
  - (a) Agricultural uses, such as: farming, outdoor plant nurseries, horticulture, viticulture, and wild crop harvesting.
  - (b) Nonstructural industrial and commercial uses, such as loading areas, parking areas and airport landing strips.
  - (c) Nonstructural recreational uses, such as golf courses, tennis courts, archery ranges, picnic grounds, boat ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting, trap, and skeet activities, hunting and fishing areas and hiking and horseback riding trails, subject to the fill limitations of subsection 23.03(3)(d).
  - (d) Uses or structures accessory to open space uses or classified as historic structures that comply with subsections 23.03(3) and (4).
  - (e) Extraction of sand, gravel or other materials that comply with subsection 23.03(3)(d).
  - (f) Functionally water-dependent uses, such as docks, piers or wharves, dams, flowage areas, culverts, navigational aids and river crossings of transmission lines, and pipelines that comply with chs. 30 and 31, Wis. Stats.
  - (g) Public utilities, streets and bridges that comply with subsection 23.03(3)(c).
  - (h) Portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved

campgrounds that meet the applicable provisions of local ordinances and ch. SPS 383, Wis. Adm. Code.

- (i) Public or private wells used to obtain potable water for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code.
- (j) Wastewater treatment ponds or facilities permitted under s. NR 110.15(3)(b), Wis. Adm. Code.
- (k) Sanitary sewer or water supply lines to service existing or proposed development located outside the floodway that complies with the regulations for the floodplain area occupied.

(3) *Standards for development in the floodway district.*

(a) *General.*

- 1. Any development in the floodway shall comply with section 23.02 *General standards applicable to all floodplain districts* and have a low flood damage potential.
- 2. Applicants shall provide an analysis calculating the effects of this proposal on the regional flood height to determine the effects of the proposal according to subsections 23.02(4) and 23.07(1)(b)3. The analysis must be completed by a registered professional engineer in the state of Wisconsin.
- 3. Any encroachment in the regulatory floodway is prohibited unless the data submitted for subd. (3)(a)2. above demonstrates that the encroachment will cause no increase in flood elevations in flood events up to the base flood at any location or removes the encroached area from the regulatory floodway as provided in subsection 23.01(5)(e).

(b) *Structures.* Structures accessory to permanent open space uses, including utility and sanitary facilities, or functionally dependent on a waterfront location may be allowed by permit if the structures comply with the following criteria:

- 1. Not designed for human habitation, does not have a high flood damage potential and is constructed to minimize flood damage;
- 2. Shall either have the lowest floor elevated to or above the flood protection elevation or shall meet all the following standards:

- a. Have the lowest floor elevated to or above the regional flood elevation and be dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water and completely dry to the flood protection elevation without human intervention during flooding;
  - b. Have structural components capable of meeting all provisions of subsection 23.03(3)(b)7. and;
  - c. Be certified by a registered professional engineer or architect, through the use of a Federal Emergency Management Agency Floodproofing Certificate, that the design and methods of construction are in accordance with subsection 23.03(3)(b)7.
3. Must be anchored to resist flotation, collapse, and lateral movement;
4. Mechanical and utility equipment must be elevated to or above the flood protection elevation; and
5. Must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.
6. For a structure designed to allow the automatic entry of floodwaters below the Regional Flood Elevation, the applicant shall submit a plan that meets subsections 23.03(3)(b)1. through 5. and meets or exceeds the following standards:
  - a. The lowest floor must be elevated to or above the regional flood elevation;
  - b. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
  - c. the bottom of all openings shall be no higher than one foot above the lowest adjacent grade; openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters, otherwise must remain open.
  - d. The use must be limited to parking, building access or limited storage.



7. Certification: Whenever floodproofing measures are required, a registered professional engineer or architect shall certify that the following floodproofing measures will be utilized, where appropriate, and are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the regional flood:

- a. Reinforcement of floors and walls to resist rupture, collapse, or lateral movement caused by water pressures or debris buildup;
- b. Construction of wells, water supply systems and waste treatment systems so as to prevent the entrance of flood waters in such systems and must be in accordance with provisions in subsections 23.03(4)(d) and (e);
- c. Subsurface drainage systems to relieve external pressures on foundation walls and basement floors;
- d. Cutoff valves on sewer lines or the elimination of gravity flow basement drains; and
- e. Placement of utilities to or above the flood protection elevation.

(c) *Public utilities, streets, and bridges.* Public utilities, streets and bridges may be allowed by permit, if:

1. Adequate floodproofing measures are provided to the flood protection elevation; and
2. Construction meets the development standards of subsection 23.02(4).

(d) *Fills or deposition of materials.* Fills or deposition of materials may be allowed by permit, if:

1. The requirements of subsection 23.02(4) are met;
2. No material is deposited in navigable waters unless a permit is issued by the department pursuant to ch. 30, Wis. Stats., and a permit pursuant to s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344 has been issued, if applicable, and all other requirements have been met;

3. The fill or other materials will be protected against erosion by riprap, vegetative cover, sheet piling or bulkheading; and
4. The fill is not classified as a solid or hazardous material.

(4) *Prohibited uses.* All uses not listed as permitted uses in sub. (2) are prohibited, including the following uses:

- (a) Habitable structures, structures with high flood damage potential, or those not associated with permanent open-space uses;
- (b) Storing materials that are buoyant, flammable, explosive, injurious to property, water quality, or human, animal, plant, fish or other aquatic life;
- (c) Uses not in harmony with or detrimental to uses permitted in the adjoining districts;
- (d) Any private or public sewage systems, except portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and ch. SPS 383, Wis. Adm. Code;
- (e) Any public or private wells which are used to obtain potable water, except those for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code;
- (f) Any solid or hazardous waste disposal sites;
- (g) Any wastewater treatment ponds or facilities, except those permitted under s. NR 110.15(3)(b), Wis. Adm. Code; and
- (h) Any sanitary sewer or water supply lines, except those to service existing or proposed development located outside the floodway which complies with the regulations for the floodplain area occupied.

#### 23.04 Floodfringe District (FF).

- (1) *Applicability.* This section applies to all floodfringe areas shown on the floodplain zoning maps and those identified pursuant to s. 23.05(1)(e).
- (2) *Permitted uses.* Any structure, land use, or development is allowed in the Floodfringe District if the standards in sub. (3) are met, the use is not prohibited by this, or any other ordinance or regulation and all permits or certificates specified in subsection 23.07(1) have been issued.

(3) *Standards for development in the floodfringe district.* Section 23.02 *General standards applicable to all floodplain districts* shall apply in addition to the following requirements according to the use requested. Any existing structure in the floodfringe must meet the requirements of section 23.06 *Nonconforming Uses*;

(a) *Residential uses.* Any structure, including a manufactured home, which is to be newly constructed or moved into the floodfringe, shall meet or exceed the following standards. Any existing structure in the floodfringe must meet the requirements of section 23.06 *Nonconforming Uses*;

1. All new construction, including placement of manufactured homes, and substantial improvement of residential structures, shall have the lowest floor elevated to or above the flood protection elevation on fill. The fill around the structure shall be one foot or more above the regional flood elevation extending at least 15 feet beyond the limits of the structure. No area may be removed from the floodfringe district unless it can be shown to meet s. 23.01(5)(e).
2. Notwithstanding subparagraph 1, a basement or crawlspace floor may be placed at the regional flood elevation if the basement or crawlspace is designed to make all portions of the structure below the flood protection elevation watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. No floor of any kind is allowed below the regional flood elevation;
3. Contiguous dryland access shall be provided from a structure to land outside of the floodplain, except as provided in subparagraph 4 below.
4. In developments where existing street or sewer line elevations make compliance with subparagraph 3 above impractical, the municipality may permit new development and substantial improvements where roads are below the regional flood elevation, if:
  - a. The municipality has written assurance from police, fire and emergency services that rescue, and relief will be provided to the structure(s) by wheeled vehicles during a regional flood event; or
  - b. The municipality has a DNR-approved emergency evacuation plan that follows acceptable hazard mitigation planning guidelines.

- (b) *Accessory structures or uses.* In addition to Section 23.02 *General standards applicable to all floodplain districts*, new construction and substantial improvements of accessory structures shall be constructed on fill with the lowest floor at or above the regional flood elevation.
- (c) *Commercial uses.* In addition to Section 23.02 *General standards applicable to all floodplain districts*, any commercial structure which is erected, altered, or moved into the floodfringe shall meet the requirements of subsection 23.04(3)(a). Subject to the requirements of subsection 23.04(3)(e), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.
- (d) *Manufacturing and industrial uses.* In addition to Section 23.02 *General standards applicable to all floodplain districts*, any manufacturing or industrial structure which is erected, altered, or moved into the floodfringe shall have the lowest floor elevated to or above the flood protection elevation or meet the floodproofing standards in subsection 23.07(5). Subject to the requirements of subsection 23.04(3)(e), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.
- (e) *Storage of materials.* Materials that are buoyant, flammable, explosive, or injurious to property, water quality or human, animal, plant, fish, or aquatic life shall be stored at or above the flood protection elevation or floodproofed in compliance with subsection 23.07(5). Adequate measures shall be taken to ensure that such materials will not enter the water body during flooding.
- (f) *Public utilities, streets and bridges.* All utilities, streets and bridges shall be designed to be compatible with comprehensive floodplain development plans; and
1. When failure of public utilities, streets and bridges would endanger public health or safety, or where such facilities are deemed essential, construction or repair of such facilities shall only be permitted if they are designed to comply with subsection 23.07(5).
  2. Minor roads or non-essential utilities may be constructed at lower elevations if they are designed to withstand flood forces to the regional flood elevation.

- (g) *Sewage systems.* All sewage disposal systems shall be designed to minimize or eliminate infiltration of flood water into the system, pursuant to subsection 23.07(5)(c), to the flood protection elevation and meet the provisions of all local ordinances and ch. SPS 383, Wis. Adm. Code.
- (h) *Wells.* All wells shall be designed to minimize or eliminate infiltration of flood waters into the system, pursuant to subsection 23.07(5)(c), to the flood protection elevation and shall meet the provisions of chs. NR 811 and NR 812, Wis. Adm. Code.
- (i) *Solid waste disposal sites.* Disposal of solid or hazardous waste is prohibited in floodfringe areas.
- (j) *Deposition of materials.* Any deposited material must meet all the provisions of this ordinance.
- (k) *Manufactured homes.*
  - 1. Owners or operators of all manufactured home parks and subdivisions shall provide adequate surface drainage to minimize flood damage, and prepare, secure approval, and file an evacuation plan, indicating vehicular access and escape routes, with local emergency management authorities.
  - 2. In existing manufactured home parks, all new homes, replacement homes on existing pads, and substantially improved homes shall:
    - a. have the lowest floor elevated to the flood protection elevation; and
    - b. be anchored so they do not float, collapse, or move laterally during a flood
  - 3. Outside of existing manufactured home parks, including new manufactured home parks and all single units outside of existing parks, all new, replacement and substantially improved manufactured homes shall meet the residential development standards for the floodfringe in subsection 23.04(3)(a).
- (l) *Mobile recreational vehicles.* All mobile recreational vehicles must be on site for less than 180 consecutive days and be either:
  - 1. fully licensed and ready for highway use;



2. or shall meet the elevation and anchoring requirements in subsection 23.04(3)(k)2. and 3.

A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.

## 23.05 Other Floodplain Districts.

### (1) *General floodplain district (GFP).*

- (a) *Applicability.* The provisions for the General Floodplain District shall apply to development in all floodplains mapped as A, AO, AH, and in AE zones within which a floodway is not delineated on the Flood Insurance Rate Maps identified in subsection 23.01(5)(b)1.
- (b) *Floodway boundaries.* For proposed development in zone A, or in zone AE within which a floodway is not delineated on the Flood Insurance Rate Map identified in subsection 23.01(5)(b)1., the boundaries of the regulatory floodway shall be determined pursuant to subsection 23.05(1)(e). If the development is proposed to encroach upon the regulatory floodway, the development is subject to the standards of section 23.03. If the development is located entirely within the floodfringe, the development is subject to the standards of section 23.04.
- (c) *Permitted uses.* Pursuant to subsection 23.05(1)(e) it shall be determined whether the proposed use is located within the floodway or floodfringe. Those uses permitted in the Floodway [subsection 23.03(2)] and Floodfringe [subsection 23.04(2)] Districts are allowed within the General Floodplain District, according to the standards of subsection 23.05(1)(d) provided that all permits or certificates required under subsection 23.07(1) have been issued.
- (d) *Standards for development in the general floodplain district.* Section 23.03 applies to floodway areas, determined to pursuant to subsection 23.05(1)(e); Section 23.04 applies to floodfringe areas, determined to pursuant to subsection 23.05(1)(e).

1. New construction and substantial improvement of structures in zone AO shall have the lowest floor, including basement, elevated:

- a. To or above the depth, in feet, as shown on the FIRM above the highest adjacent natural grade; or
    - b. If the depth is not specified on the FIRM, two feet above the highest adjacent natural grade or higher.
  2. New Construction and substantial improvement of structures in zone AH shall have the lowest floor, including basement, elevated to or above the flood protection elevation.
  3. In AO/AH zones, provide adequate drainage paths to guide floodwaters around structures.
  4. All development in zones AO and zone AH shall meet the requirements of section 23.04 applicable to floodfringe areas.
- (e) *Determining floodway and floodfringe limits.* Upon receiving an application for development within zone A, or within zone AE where a floodway has not been delineated on the Flood Insurance Rate Maps, the zoning administrator shall:
1. Require the applicant to submit two copies of an aerial photograph or a plan which shows the proposed development with respect to the general floodplain district limits, stream channel, and existing floodplain developments, along with a legal description of the property, fill limits and elevations, building floor elevations and flood proofing measures and the flood zone as shown on the FIRM.
  2. Require the applicant to furnish any of the following information deemed necessary by the Department to evaluate the effects of the proposal upon flood height and flood flows, regional flood elevation and to determine floodway boundaries.
    - a. A Hydrologic and Hydraulic Study as specified in subsection 23.07(1)(b)3.
    - b. Plan (surface view) showing elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location, and layout of all proposed and existing structures

on the site; location and elevations of streets, water supply, and sanitary facilities; soil types and other pertinent information.

- c. Specifications for building construction and materials, floodproofing, filling, dredging, channel improvement, storage, water supply and sanitary facilities.

(2) *Coastal floodplain district (CFD).*

(a) *Applicability.* The provisions of this section apply to all Coastal Floodplain Districts (CFD) shown on the floodplain zoning maps, which includes zones V, V1-30, and VE. Where a floodway shown on the floodplain zoning maps, or a floodway determined as explained in section 23.01(5)(c)4. or a regulatory floodway identified pursuant to subsection 23.05(1)(e), extends into a Coastal Floodplain District, development shall comply with the standards of section 23.03 and subsection 23.05(2).

(b) *Standards for development in the coastal floodplain district.* Development in the CFD district shall meet the requirements of section 23.02, as well as the following:

1. New construction shall be located landward of the Ordinary High-Water Mark.
2. Bulkheads, seawalls, revetments, and other erosion control measures shall not be connected to the foundation or superstructure of a building and shall be designed and constructed so as not to direct floodwaters or increase flood forces or erosion impacts on the foundation or superstructure of any building.
3. Man-made alterations of sand dunes are prohibited unless an engineering report documents that the alterations will not increase potential flood damage by reducing the wave and flow dissipation characteristics of the sand dunes.
4. The use of fill for structural support of buildings is prohibited.

- a. Non-structural fill shall be permitted only if an engineering report demonstrates that the fill will not cause runup, ramping, or deflection of floodwaters that cause damage to buildings.
- 5. New construction and substantial improvement of buildings shall be elevated, consistent with SPS 321.34, Wis. Adm. Code, on pilings or columns so that the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the FPE.
  - a. The pile or column foundation and structure attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values shall be those associated with the base flood. Wind loading values shall be those defined according to American Society of Civil Engineers 7-16 *Minimum design loads and associated criteria for buildings and other structures*, or other equivalent standard.
  - b. A registered professional engineer or architect shall develop or review the structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of subsection 23.05(2)(b)5.
- 6. New construction and substantial improvement of buildings shall have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood latticework, or insect screening intended to collapse without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system.
  - a. For the purpose of section 23.05(2)(b)6., a breakaway wall shall have a design safe loading resistance of not less than 10 and not more than 20 pounds per square foot.
  - b. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or where so required by local or state codes) may be permitted only if a registered professional engineer or

architect certifies that the designs proposed meet all of the following conditions:

- 1) Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and
  - 2) The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Water loading values shall be those associated with the base flood. Wind loading values shall be those defined according to American Society of Civil Engineers 7-16 *Minimum design loads and associated criteria for buildings and other structures*, or equivalent standard.
- c. All space enclosed by breakaway walls, open wood latticework, or insect screening below the lowest floor shall be used solely for parking, building access, or storage.

7. Require within flood-prone areas:

- a. New and replacement water supply systems to be designed to minimize or eliminate infiltration of flood waters into the systems; and
- b. New and replacement sanitary sewage systems to be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters and onsite waste disposal systems to be located to avoid impairment to them or contamination from them during flooding.

8. All mobile recreation vehicles must be on site for less than 180 consecutive days and be either:

- a. fully licensed and ready for highway use; or



- b. shall meet the standards of sections 23.05(2)(b)1. through 23.05(2)(b)7. inclusive.

A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices and has no permanently attached additions.

9. Manufactured homes placed or substantially improved within the Coastal Floodplain District shall meet the standards of sections 23.05(2)(b)1. through 23.05(2)(b)7. inclusive.

#### 23.06 Nonconforming uses.

##### (1) *General.*

##### *(a) Applicability.*

1. The standards in this section shall apply to all uses and buildings that do not conform to the provisions contained within a floodplain zoning ordinance or with section 87.30, Wis. Stats., and sections NR 116.12-14, Wis. Adm. Code, and 44 CFR 59-72. These standards shall apply to all modifications or additions to any nonconforming use or structure and to the use of any structure or premises which was lawful before the passage of this ordinance or any amendment thereto. A party asserting existence of a lawfully established nonconforming use or structure has the burden of proving that the use or structure was compliant with the floodplain zoning ordinance in effect at the time the use or structure was created.
2. As permit applications are received for additions, modifications, or substantial improvements to nonconforming buildings in the floodplain, municipalities shall develop a list of those nonconforming buildings, their present equalized assessed value, and a list of the costs of those activities associated with changes to those buildings.

- (b) The existing lawful use of a structure or its accessory use which is not in conformity with the provisions of this ordinance may continue subject to the following conditions:

1. No modifications or additions to a nonconforming use or structure shall be permitted unless they comply with this ordinance. The words "modification" and "addition" include, but are not limited to, any alteration, addition, modification, structural repair, rebuilding or replacement of any such existing use, structure or accessory structure or use. Maintenance is not considered a modification; this includes painting, decorating, paneling and other nonstructural components and the maintenance, repair or replacement of existing private sewage or water supply systems or connections to public utilities. Any costs associated with the repair of a damaged structure are not considered maintenance.

The construction of a deck that does not exceed 200 square feet and that is adjacent to the exterior wall of a principal structure is not an extension, modification, or addition. The roof of the structure may extend over a portion of the deck in order to provide safe ingress and egress to the principal structure.

2. If a nonconforming use or the use of a nonconforming structure is discontinued for 12 consecutive months, it is no longer permitted and any future use of the property, and any structure or building thereon, shall conform to the applicable requirements of this ordinance;
3. The municipality shall keep a record which lists all nonconforming uses and nonconforming structures, their present equalized assessed value, the cost of all modifications or additions which have been permitted, and the percentage of the structure's total current value those modifications represent;
4. No modification or addition to any nonconforming structure or any structure with a nonconforming use, which over the life of the structure would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with subsection 23.04(3)(a). The costs of elevating the lowest floor of a nonconforming building or a building with a nonconforming use to the flood protection elevation are excluded from the 50% provisions of this paragraph;

5. No maintenance on a per event basis to any nonconforming structure or any structure with a nonconforming use, the cost of which would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with subsection 23.04(3)(a). Maintenance to any nonconforming structure, which does not exceed 50% of its present equalized assessed value on a per event basis, does not count against the cumulative calculations over the life of the structure for substantial improvement calculations.
6. If on a per event basis the total value of the work being done under subd. 4. and 5. above equals or exceeds 50% of the present equalized assessed value, the work shall not be permitted unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with subsection 23.04(3)(a).
7. Except as provided in subd. 8. below, if any nonconforming structure or any structure with a nonconforming use is destroyed or is substantially damaged, it cannot be replaced, reconstructed, or rebuilt unless the use and the structure meet the current ordinance requirements. A structure is considered substantially damaged if the total cost to restore the structure to its pre-damaged condition equals or exceeds 50% of the structure's present equalized assessed value.
8. For nonconforming buildings that are substantially damaged or destroyed by a nonflood disaster, the repair or reconstruction of any such nonconforming building shall be permitted in order to restore it to the size and use in effect prior to the damage event, provided that the following minimum requirements are met, and all required permits have been granted prior to the start of construction:
  - a. Residential Structures
    - 1) Shall have the lowest floor, including basement, elevated to or above the base flood elevation using

fill, pilings, columns, posts, or perimeter walls. Perimeter walls must meet the requirements of subsection 23.07(5)(b).

- 2) Shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, and shall be constructed with methods and materials resistant to flood damage.
- 3) Shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.
- 4) In A Zones, obtain, review, and utilize any flood data available from a federal, state or other source.
- 5) In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in subsection 23.05(1)(d).
- 6) in AO Zones, shall have adequate drainage paths around structures on slopes to guide floodwaters around and away from the structure.

b. Nonresidential Structures

- 1) Shall meet the requirements under subsection 23.06(1)(b)8.a.
- 2) Shall either have the lowest floor, including basement, elevated to or above the regional flood elevation; or, together with attendant utility and sanitary facilities, shall meet the standards in subsections 23.07(5)(a) or (b).

- 3) In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in subsection 23.05(1)(d).

(c) A nonconforming historic structure may be altered if the alteration will not preclude the structure's continued designation as a historic structure, the alteration will comply with s. 23.03(3)(a), flood resistant materials are used, and construction practices and floodproofing methods that comply with subsection 23.07(5) are used. Repair or rehabilitation of historic structures shall be exempt from the development standards of subsection 23.06(1)(b)8.a. if it is determined that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure.

(d) Notwithstanding anything in this chapter to the contrary, modifications, additions, maintenance, and repairs to a nonconforming building shall not be prohibited based on cost and the building's nonconforming use shall be permitted to continue if:

1. Any living quarters in the nonconforming building are elevated to be at or above the flood protection elevation;
2. The lowest floor of the nonconforming building, including the basement, is elevated to or above the regional flood elevation;
3. The nonconforming building is permanently changed to conform to the applicable requirements of section 23.02;
4. If the nonconforming building is in the floodway, the building is permanently changed to conform to the applicable requirements of sections 23.03(3)(a), 23.03(3)(b)2 through 5, 23.03(3)(c), 23.03(3)(d), and 23.06(2). Any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with section 23.05(1)(e). If the encroachment is in the floodway, it must meet the standards in section 23.03(3)(d);
5. If the nonconforming building is in the floodfringe, the building is permanently changed to conform to the applicable requirements of sections 23.04(3) and 23.06(3);



6. Repair or reconstruction of nonconforming structures and substantial improvements of residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation;
7. Repair or reconstruction of nonconforming structures and substantial improvements of non-residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation, or (together with attendant utility and sanitary facilities) be designed so that below the base flood elevation the building is watertight with walls substantially impermeable to the passage of water and with structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy:
  - a. Where a non-residential structure is intended to be made watertight below the base flood elevation, a registered professional engineer or architect must develop and/or review structural design, specifications, and plans for the construction, and must certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this subsection 7.
  - b. The community must maintain a record of such certification including the specific elevation to which each such structure is floodproofed;
8. Fully enclosed areas below the lowest floor of repair or reconstruction of nonconforming structures and substantial improvements in zones A1-30, AE, and AH that are usable solely for parking of vehicles, building access, or storage, must be designed to adequately equalize hydrostatic forces on exterior walls by allowing for the entry and exit of floodwaters. Subsequent improvements to repaired or reconstructed nonconforming structures must not increase the degree of their nonconformity. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or meet the following criteria:
  - a. A minimum of two openings into each enclosed area must be located below the base flood elevation and provide

a total net area of not less than one square inch for every square foot of enclosed area.

b. The bottom of all openings must be no higher than one foot above the adjacent grade.

c. Openings may be equipped with screens, louvers, valves, or other coverings if they permit the automatic entry and exit of floodwaters;

9. Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH outside of a manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as a result of flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood elevation, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement;

10. Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH on existing sites in an existing manufactured home park that is not undergoing expansion and on which a manufactured home has not incurred substantial damage as a result of flood must be elevated so that either the lowest floor of the manufactured home is at or above the base flood elevation, or the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement;

11. Recreational vehicles placed on sites within zones A1-30, AH, and AE must either:

a. Be on site for fewer than 180 consecutive days; or

b. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its

wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions); or

- c. Meet the elevation and anchoring requirements for manufactured homes in subsection 23.06(1)(d)9. above;

12. In a regulatory floodway that has been delineated on the FIRM in zone A1-30 or AE, encroachments, including repair or reconstruction of nonconforming structures, substantial improvement, or other development (including fill) must be prohibited unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment will not result in any increase in flood levels within the community during the occurrence of the base flood discharge. Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity;
13. In zone A, the community must obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source as criteria for requiring repair or reconstruction of nonconforming structures, substantial improvement, and other development to meet subsections 23.06(1)(d)6. through 12. (inclusive) above. Any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with subsection 23.05(1)(e). If the encroachment is in the floodway, it must meet the standards in subsection 23.03(3)(d). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity;
14. In zones A1-30 or AE where a regulatory floodway has not been delineated on the FIRM, repair or reconstruction of nonconforming structures, substantial improvement, or any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with subsection 23.05(1)(e). If the encroachment is in the floodway, it must meet the standards in subsection 23.03(3)(d). Subsequent improvements to repair or reconstructed

nonconforming structures must not increase the degree of their nonconformity;

15. In zone AO, repair or reconstruction of nonconforming structures and substantial improvements of residential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity; or
16. In zone AO, repair or reconstruction of nonconforming structures and substantial improvements of nonresidential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified), or (together with attendant utility and sanitary facilities) be structurally dry-floodproofed to that level according to the standard specified in subsection 23.06(1)(d)7. above. Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity.

*(2) Floodway district.*

- (a) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use in the Floodway District, unless such modification or addition:
  1. Has been granted a permit or variance which meets all ordinance requirements;
  2. Meets the requirements of section 23.06(1);
  3. Shall not increase the obstruction to flood flows or regional flood height;
  4. Any addition to the existing structure shall be floodproofed, pursuant to subsection 23.07(5), by means other than the use of fill, to the flood protection elevation; and,

5. If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:

- a. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;
- b. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;
- c. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
- d. The use must be limited to parking, building access or limited storage.

(b) No new on-site sewage disposal system, or addition to an existing on-site sewage disposal system, except where an addition has been ordered by a government agency to correct a hazard to public health, shall be allowed in the Floodway District. Any replacement, repair or maintenance of an existing on-site sewage disposal system in a floodway area shall meet the applicable requirements of all municipal ordinances, subsection 23.07(5)(c) and Ch. SPS 383, Wis. Adm. Code.

(c) No new well or modification to an existing well used to obtain potable water shall be allowed in the Floodway District. Any replacement, repair, or maintenance of an existing well in the Floodway District shall meet the applicable requirements of all municipal ordinances, subsection 23.07(5)(c) and chs. NR 811 and NR 812, Wis. Adm. Code.

*(3) Floodfinge district.*

(a) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use unless such modification or addition has been granted a permit or variance by the municipality and meets the requirements of subsection 23.04(3) except where subsection 23.06(3)(b) is applicable.



(b) Where compliance with the provisions of paragraph (a) would result in unnecessary hardship and only where the structure will not be used for human habitation or be associated with a high flood damage potential, the Board of Adjustment/Appeals, using the procedures established in subsection 23.07(3), may grant a variance from those provisions of paragraph (a) for modifications or additions using the criteria listed below. Modifications or additions which are protected to elevations lower than the flood protection elevation may be permitted if:

1. No floor is allowed below the regional flood elevation for residential or commercial structures;
2. Human lives are not endangered;
3. Public facilities, such as water or sewer, shall not be installed;
4. Flood depths shall not exceed two feet;
5. Flood velocities shall not exceed two feet per second; and
6. The structure shall not be used for storage of materials as described in subsection 23.04(3)(e).

(c) All new private sewage disposal systems, or addition to, replacement, repair or maintenance of a private sewage disposal system shall meet all the applicable provisions of all local ordinances, subsection 23.07(5)(c) and ch. SPS 383, Wis. Adm. Code.

(d) All new wells, or addition to, replacement, repair, or maintenance of a well shall meet the applicable provisions of this ordinance, subsection 23.07(5)(c) and ch. NR 811 and NR 812, Wis. Adm. Code.

*(4) Coastal floodplain district (CFD).*

(a) New construction and substantial improvement shall meet the standards of subsection 23.05(3).

(b) No structural repairs, modifications or additions to an existing building, the cost of which exceeds, over the life of the existing building, 50% of

its present equalized assessed value, may be allowed in a coastal floodplain area unless the entire building is permanently changed to conform with the standards prescribed in subsection 23.05(3).

## 23.07 Administration

*Where a zoning administrator, planning agency or a board of appeals has already been appointed to administer a zoning ordinance adopted under ss. 59.69, 59.692 or 62.23(7), Wis. Stats., these officials shall also administer this ordinance.*

### *(1) Zoning administrator.*

(a) *Duties and powers.* The zoning administrator is authorized to administer this ordinance and shall have the following duties and powers:

1. Advise applicants of the ordinance provisions, assist in preparing permit applications and appeals, and assure that the regional flood elevation for the proposed development is shown on all permit applications.
2. Issue permits and inspect properties for compliance with provisions of this ordinance and issue certificates of compliance where appropriate
3. Inspect and assess all damaged floodplain structures to determine if substantial damage to the structures has occurred.
4. Keep records of all official actions such as:
  - a. All permits issued, inspections made, and work approved;
  - b. Documentation of certified lowest floor and regional flood elevations;
  - c. Floodproofing certificates.
  - d. Water surface profiles, floodplain zoning maps and ordinances, nonconforming uses and structures including changes, appeals, variances and amendments.
  - e. All substantial damage assessment reports for floodplain structures.
  - f. List of nonconforming structures and uses.

- g. In the Coastal Floodplain District, documentation of the certified elevation of the bottom of the lowest horizontal structural member of new construction and substantial improvements.
    - h. In the Coastal Floodplain District, certification by a licensed professional engineer or architect where required for new construction and substantial improvement under subsection 23.05(3).
  - 5. Submit copies of the following items to the Department Regional office:
    - a. Within 10 days of the decision, a copy of any decisions on variances, appeals for map or text interpretations, and map or text amendments;
    - b. Copies of case-by-case analyses and other required information.
    - c. Copies of substantial damage assessments performed and all related correspondence concerning the assessments.
  - 6. Investigate, prepare reports, and report violations of this ordinance to the municipal zoning agency and attorney for prosecution. Copies of the reports shall also be sent to the Department Regional office.
  - 7. Submit copies of amendments to the FEMA Regional office.
- (b) *Land use permit.* A land use permit shall be obtained before any development; repair, modification, or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated. Application to the zoning administrator shall include:
- 1. *General information.*
    - a. Name and address of the applicant, property owner and contractor;
    - b. Legal description, proposed use, and whether it is new construction or a modification;

2. *Site development plan.* A site plan drawn to scale shall be submitted with the permit application form and shall contain:

- a. Location, dimensions, area and elevation of the lot;
- b. Location of the ordinary highwater mark of any abutting navigable waterways;
- c. Location of any structures with distances measured from the lot lines and street center lines;
- d. Location of any existing or proposed on-site sewage systems or private water supply systems;
- e. Location and elevation of existing or future access roads;
- f. Location of floodplain and floodway limits as determined from the official floodplain zoning maps;
- g. The elevation of the lowest floor of proposed buildings and any fill using the vertical datum from the adopted study – either National Geodetic Vertical Datum (NGVD) or North American Vertical Datum (NAVD);
- h. Data sufficient to determine the regional flood elevation in NGVD or NAVD at the location of the development and to determine whether or not the requirements of section 23.03 or 23.04 are met; and
- i. Data to determine if the proposed development will cause an obstruction to flow or an increase in regional flood height or discharge according to subsection 23.02(1). This may include any of the information noted in subsection 23.03(3)(a).

3. *Hydraulic and hydrologic studies to analyze development.* All hydraulic and hydrologic studies shall be completed under the direct supervision of a professional engineer registered in the

State. The study contractor shall be responsible for the technical adequacy of the study. All studies shall be reviewed and approved by the Department.

a. *Zone A floodplains and in AE zones within which a floodway is not delineated.*

1) *Hydrology.* The appropriate method shall be based on the standards in ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge.*

2) *Hydraulic modeling.* The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:

- i. determination of the required limits of the hydraulic model shall be based on detailed study information for downstream structures (dam, bridge, culvert) to determine adequate starting WSEL for the study.
- ii. channel sections must be surveyed.
- iii. minimum four-foot contour data in the overbanks shall be used for the development of cross section overbank and floodplain mapping.
- iv. a maximum distance of 500 feet between cross sections is allowed in developed areas with additional intermediate cross sections required at transitions in channel bottom slope including a survey of the channel at each location.
- v. the most current version of HEC-RAS shall be used.



- vi. a survey of bridge and culvert openings and the top of road is required at each structure.
  - vii. additional cross sections are required at the downstream and upstream limits of the proposed development and any necessary intermediate locations based on the length of the reach if greater than 500 feet.
  - viii. standard accepted engineering practices shall be used when assigning parameters for the base model such as flow, Manning's N values, expansion and contraction coefficients or effective flow limits. The base model shall be calibrated to past flooding data such as high-water marks to determine the reasonableness of the model results. If no historical data is available, adequate justification shall be provided for any parameters outside standard accepted engineering practices.
  - ix. the model must extend past the upstream limit of the difference in the existing and proposed flood profiles in order to provide a tie-in to existing studies. The height difference between the proposed flood profile and the existing study profiles shall be no more than 0.00 feet.
- 3) *Mapping.* A work map of the reach studied shall be provided, showing all cross-section locations, floodway/floodplain limits based on best available topographic data, geographic limits of the proposed development and whether the proposed development is located in the floodway.
- i. If the proposed development is located outside of the floodway, then it is determined to have no impact on the regional flood elevation.

- ii. If any part of the proposed development is in the floodway, it must be added to the base model to show the difference between existing and proposed conditions. The study must ensure that all coefficients remain the same as in the existing model, unless adequate justification based on standard accepted engineering practices is provided.

b. *Zone AE Floodplains.*

1) *Hydrology.* If the proposed hydrology will change the existing study, the appropriate method to be used shall be based on ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.

2) *Hydraulic model.* The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:

- i. *Duplicate Effective Model.* The effective model shall be reproduced to ensure correct transference of the model data and to allow integration of the revised data to provide a continuous FIS model upstream and downstream of the revised reach. If data from the effective model is available, models shall be generated that duplicate the FIS profiles and the elevations shown in the Floodway Data Table in the FIS report to within 0.1 foot.

- ii. *Corrected Effective Model.* The Corrected Effective Model shall not include any man-made physical changes since the effective model date but shall import the model into the most current version of HEC-RAS for Department review.

- iii. *Existing (Pre-Project Conditions) Model.*  
The Existing Model shall be required to support conclusions about the actual impacts of the project associated with the Revised (Post-Project) Model or to establish more up-to-date models on which to base the Revised (Post-Project) Model.
- iv. *Revised (Post-Project Conditions) Model.*  
The Revised (Post-Project Conditions) Model shall incorporate the Existing Model and any proposed changes to the topography caused by the proposed development. This model shall reflect proposed conditions.
- v. All changes to the Duplicate Effective Model and subsequent models must be supported by certified topographic information, bridge plans, construction plans and survey notes.
- vi. Changes to the hydraulic models shall be limited to the stream reach for which the revision is being requested. Cross sections upstream and downstream of the revised reach shall be identical to those in the effective model and result in water surface elevations and top widths computed by the revised models matching those in the effective models upstream and downstream of the revised reach as required. The Effective Model shall not be truncated.

3) *Mapping.* Maps and associated engineering data shall be submitted to the Department for review which meet the following conditions:

- i. Consistency between the revised hydraulic models, the revised floodplain and floodway delineations, the revised flood profiles, topographic work map, annotated FIRMs and/or Flood Boundary Floodway Maps (FBFMs), construction plans, bridge plans.

- ii. Certified topographic map of suitable scale, contour interval, and a planimetric map showing the applicable items. If a digital version of the map is available, it may be submitted in order that the FIRM may be more easily revised.
- iii. Annotated FIRM panel showing the revised 1% and 0.2% annual chance floodplains and floodway boundaries.
- iv. If an annotated FIRM and/or FBFM and digital mapping data (GIS or CADD) are used, then all supporting documentation or metadata must be included with the data submission along with the Universal Transverse Mercator (UTM) projection and State Plane Coordinate System in accordance with FEMA mapping specifications.
- v. The revised floodplain boundaries shall tie into the effective floodplain boundaries.
- vi. All cross sections from the effective model shall be labeled in accordance with the effective map and a cross section lookup table shall be included to relate to the model input numbering scheme.
- vii. Both the current and proposed floodways shall be shown on the map.
- viii. The stream centerline, or profile baseline used to measure stream distances in the model shall be visible on the map.

4. *Expiration.* All permits issued under the authority of this ordinance shall expire no more than 180 days after issuance. The permit may be extended for a maximum of 180 days for good and sufficient cause. If the permitted work has not started within 180

days of the permit date, the development must comply with any regulation, including any revision to the FIRM or FIS, that took effect after the permit date.

(c) *Certificate of compliance.* No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, repaired, rebuilt, or replaced shall be occupied until a certificate of compliance is issued by the zoning administrator, except where no permit is required, subject to the following provisions:

1. The certificate of compliance shall show that the building or premises or part thereof, and the proposed use, conform to the provisions of this ordinance;
2. Application for such certificate shall be concurrent with the application for a permit;
3. If all ordinance provisions are met, the certificate of compliance shall be issued within 10 days after written notification that the permitted work is completed;
4. The applicant shall submit a certification signed by a registered professional engineer, architect, or land surveyor that the fill, lowest floor and floodproofing elevations are in compliance with the permit issued. Floodproofing measures also require certification by a registered professional engineer or architect that the requirements of subsection 23.07(5) are met.
5. Where applicable pursuant to subsection 23.05(1)(d), the applicant must submit a certification by a registered professional engineer or surveyor of the elevation of the bottom of the lowest horizontal structural member supporting the lowest floor (excluding pilings or columns), and an indication of whether the structure contains a basement.
6. Where applicable pursuant to subsection 23.05(1)(d), the applicant must submit certifications by a registered professional engineer or architect that the structural design and methods of construction meet accepted standards of practice as required by subsection 23.05(1)(d).



- (d) *Other permits.* Prior to obtaining a floodplain development permit the applicant must secure all necessary permits from federal, state, and local agencies, including but not limited to those required by the U.S. Army Corps of Engineers under s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344.

(2) *Plan commission.*

(a) The city plan commission shall:

1. oversee the functions of the office of the zoning administrator; and
2. review and advise the governing body on all proposed amendments to this ordinance, maps, and text.
3. publish adequate notice pursuant to Ch. 985, Wis. Stats., specifying the date, time, place, and subject of the public hearing.

(b) The city plan commission shall not:

1. grant variances to the terms of the ordinance in place of action by the board of appeals; or
2. amend the text or zoning maps in place of official action by the governing body.

- (3) Board of appeals. The board of appeals, created under s. 62.23(7)(e), Wis. Stats., is hereby authorized or shall be appointed to act for the purposes of this ordinance. The board shall exercise the powers conferred by Wisconsin Statutes and adopt rules for the conduct of business. The zoning administrator shall not be the secretary of the board.

(a) *Powers and duties.* The board of appeals shall:

1. *Appeals.* Hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by an administrative official in the enforcement or administration of this ordinance;

2. *Boundary Disputes.* Hear and decide disputes concerning the district boundaries shown on the official floodplain zoning map; and
3. *Variances.* Hear and decide, upon appeal, variances from the ordinance standards.

*(b) Appeals to the board.*

1. Appeals to the board may be taken by any person aggrieved, or by any officer or department of the municipality affected by any decision of the zoning administrator or other administrative officer. Such appeal shall be taken within 30 days unless otherwise provided by the rules of the board, by filing with the official whose decision is in question, and with the board, a notice of appeal specifying the reasons for the appeal. The official whose decision is in question shall transmit to the board all records regarding the matter appealed.
2. Notice and hearing for appeals including variances.
  - a. *Notice.* The board shall:
    - i. Fix a reasonable time for the hearing;
    - ii. Publish adequate notice pursuant to Wisconsin Statutes, specifying the date, time, place, and subject of the hearing; and
    - iii. Assure that notice shall be mailed to the parties in interest and the Department Regional office at least 10 days in advance of the hearing.
  - b. *Hearing.* Any party may appear in person or by agent. The board shall:
    - i. Resolve boundary disputes according to subsection 23.07(3)(c);

- ii. Decide variance applications according to subsection 23.07(3)(d); and
- iii. Decide appeals of permit denials according to subsection 23.07(4).

3. *Decision.* The final decision regarding the appeal or variance application shall:

- a. Be made within a reasonable time;
- b. Be sent to the Department Regional office within 10 days of the decision;
- c. Be a written determination signed by the chairman or secretary of the Board;
- d. State the specific facts which are the basis for the Board's decision;
- e. Either affirm, reverse, vary or modify the order, requirement, decision, or determination appealed, in whole or in part, dismiss the appeal for lack of jurisdiction or grant or deny the variance application; and
- f. Include the reasons for granting an appeal, describing the hardship demonstrated by the applicant in the case of a variance, clearly stated in the recorded minutes of the Board proceedings.

(c) *Boundary disputes.* The following procedure shall be used by the Board in hearing disputes concerning floodplain district boundaries:

- 1. If a floodplain district boundary is established by approximate or detailed floodplain studies, the flood elevations or profiles shall prevail in locating the boundary.
- 2. The person contesting the boundary location shall be given a reasonable opportunity to present arguments and technical evidence to the Board; and

3. If the boundary is incorrectly mapped, the Board should inform the zoning committee or the person contesting the boundary location to petition the governing body for a map amendment according to s. 8.0 *Amendments*.

*(d) Variance.*

1. The Board may, upon appeal, grant a variance from the standards of this ordinance if an applicant convincingly demonstrates that:
  - a. Literal enforcement of the ordinance will cause unnecessary hardship;
  - b. The hardship is due to adoption of the floodplain ordinance and unique property conditions, not common to adjacent lots or premises. In such case the ordinance or map must be amended;
  - c. The variance is not contrary to the public interest; and
  - d. The variance is consistent with the purpose of this ordinance in subsection 23.01(3).
2. In addition to the criteria in subparagraph 1., to qualify for a variance under FEMA regulations, the Board must find that the following criteria have been met:
  - a. The variance shall not cause any increase in the regional flood elevation;
  - b. The applicant has shown good and sufficient cause for issuance of the variance;
  - c. Failure to grant the variance would result in exceptional hardship;
  - d. Granting the variance will not result in additional threats to public safety, extraordinary expense, create a

nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances;

- e. The variance granted is the minimum necessary, considering the flood hazard, to afford relief.

3. A variance shall not:

- a. Grant, extend or increase any use prohibited in the zoning district;
- b. Be granted for a hardship based solely on an economic gain or loss;
- c. Be granted for a hardship which is self-created.
- d. Damage the rights or property values of other persons in the area;
- e. Allow actions without the amendments to this ordinance or map(s) required in section 23.08 *Amendments*; and
- f. Allow any alteration of an historic structure, including its use, which would preclude its continued designation as an historic structure.

- 4. When a floodplain variance is granted, the board shall notify the applicant in writing that it may increase risks to life and property and flood insurance premiums could increase up to \$25.00 per \$100.00 of coverage. A copy shall be maintained with the variance record.

*(4) To review appeals of permit denials.*

- (a) The board of appeals shall review all data related to the appeal. This may include:

- 1. Permit application data listed in subsection 23.07(1)(b);



2. Floodway/floodfringe determination data in subsection 23.05(1)(e);
3. Data listed in subsection 23.03(3)(a)2. where the applicant has not submitted this information to the zoning administrator; and
4. Other data submitted with the application or submitted to the board with the appeal.

(b) For appeals of all denied permits the board shall:

1. Follow the procedures of subsection 23.07(3);
2. Consider any plan commission recommendations; and
3. Either uphold the denial or grant the appeal.

(c) For appeals concerning increases in regional flood elevation the Board shall:

1. Uphold the denial where the board agrees with the data showing an increase in flood elevation. Increases may only be allowed after amending the flood profile and map and all appropriate legal arrangements are made with all adversely affected property owners as per the requirements of section 23.08 *Amendments*; and
2. Grant the appeal where the board agrees that the data properly demonstrates that the project does not cause an increase provided no other reasons for denial exist.

*(5) Floodproofing standards.*

- (a) No permit or variance shall be issued for a non-residential structure designed to be watertight below the regional flood elevation until the applicant submits a plan certified by a registered professional engineer or architect that the floodproofing measures will protect the structure or development to or above the flood protection elevation and submits a FEMA Floodproofing Certificate. Floodproofing is not an alternative to

the development standards in sections 23.02, 23.03, 23.04, 23.05(1), or 23.05(3).

(b) For a structure designed to allow the entry of floodwaters, no permit or variance shall be issued until the applicant submits a plan either:

1. certified by a registered professional engineer or architect; or
2. meeting or exceeding the following standards:
  - a. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
  - b. the bottom of all openings shall be no higher than one foot above grade; and
  - c. openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(c) Floodproofing measures shall be designed, as appropriate, to:

1. Withstand flood pressures, depths, velocities, uplift and impact forces and other regional flood factors;
2. Protect structures to the flood protection elevation;
3. Anchor structures to foundations to resist flotation and lateral movement;
4. Minimize or eliminate infiltration of flood waters;
5. Minimize or eliminate discharges into flood waters;
6. Placement of essential utilities to or above the flood protection elevation; and

7. If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:

- a. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;
- b. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;
- c. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
- d. The use must be limited to parking, building access or limited storage.

*(6) Public information.*

- (a) Where useful, marks on bridges or buildings or other markers may be set to show the depth of inundation during the regional flood at appropriate locations within the floodplain.
- (b) All available information in the form of maps, engineering data and regulations shall be readily available and should be widely distributed.
- (c) All legal descriptions of property in the floodplain should include information relative to the floodplain zoning classification when such property is transferred.

23.08 Amendments

(1) *General.* Obstructions or increases may only be permitted if amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with subsection 23.08(1).

- (a) In AE Zones with a mapped floodway, no obstructions or increases shall be permitted unless the applicant receives a Conditional Letter of Map

Revision from FEMA and amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with subsection 23.08(1). Any such alterations must be reviewed and approved by FEMA and the DNR.

- (b) In A Zones increases equal to or greater than 1.0 foot may only be permitted if the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain maps, floodway lines, and water surface profiles, in accordance with subsection 23.08(1).

(2) *Actions and circumstances requiring amendments.* The common council shall change or supplement the floodplain zoning district boundaries and this ordinance in the manner outlined in subsection 23.08(3) below. Actions which require an amendment to the ordinance and/or submittal of a Letter of Map Change (LOMC) include, but are not limited to, the following:

- (a) Any fill or floodway encroachment that obstructs flow causing any increase in the regional flood height;
- (b) Any change to the floodplain boundaries and/or watercourse alterations on the FIRM;
- (c) Any changes to any other officially adopted floodplain maps listed in subsection 23.01(5)(b)2.;
- (d) Any floodplain fill which raises the elevation of the filled area to a height at or above the flood protection elevation and is contiguous to land lying outside the floodplain;
- (e) Correction of discrepancies between the water surface profiles and floodplain maps;
- (f) Any upgrade to a floodplain zoning ordinance text required by s. NR 116.05, Wis. Adm. Code, or otherwise required by law, or for changes by the municipality; and
- (g) All channel relocations and changes to the maps to alter floodway lines or to remove an area from the floodway or the floodfringe that is based on a base flood elevation from a FIRM requires prior approval by FEMA.

(3) *Procedures.* Ordinance amendments may be made upon petition of any party according to the provisions of s. 62.23, Wis. Stats. The petitions shall include all data required by subsection 23.05(1)(e) and 23.07(1)(b). The land use permit shall not be issued until a Letter of Map Revision is issued by FEMA for the proposed changes.

- (a) The proposed amendment shall be referred to the zoning agency for a public hearing and recommendation to the governing body. The amendment and notice of public hearing shall be submitted to the Department Regional office for review prior to the hearing. The amendment procedure shall comply with the provisions of s. 62.23, Stats., for cities and villages.
- (b) No amendments shall become effective until reviewed and approved by the Department.
- (c) All persons petitioning for a map amendment that obstructs flow causing any increase in the regional flood height, shall obtain flooding easements or other appropriate legal arrangements from all adversely affected property owners and notify local units of government before the amendment can be approved by the governing body.

#### 23.09 Enforcement and Penalties.

*Any violation of the provisions of this ordinance by any person shall be unlawful and shall be referred to the municipal attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, forfeit to the municipality a penalty of not more than \$50.00 (fifty dollars), together with a taxable cost of such action. Each day of continued violation shall constitute a separate offense. Every violation of this ordinance is a public nuisance, and the creation may be enjoined, and the maintenance may be abated by action at suit of the municipality, the state, or any citizen thereof pursuant to s. 87.30, Wis. Stats.*

#### 23.10 Definitions

*Unless specifically defined, words and phrases in this ordinance shall have their common law meaning and shall be applied in accordance with their common usage. Words used in the present tense include the future, the singular number includes the plural and the plural number includes the singular. The word "may" is permissive, "shall" is mandatory and is not discretionary.*

**A Zones.** Those areas shown on the Official Floodplain Zoning Map which would be inundated by the regional flood. These areas may be numbered or unnumbered A Zones. The A Zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.

**AH Zone.** See "Area of shallow flooding".



*AO Zone.* See "Area of shallow flooding".

*Accessory structure or use.* A facility, structure, building or use which is accessory or incidental to the principal use of a property, structure or building. An accessory structure shall not be used for human habitation.

*Alteration.* An enhancement, upgrade or substantial change or modification other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a structure.

*Area of shallow flooding.* A designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flood may be evident. Such flooding is characterized by ponding or sheet flow.

*Base flood.* Means the flood having a one percent chance of being equaled or exceeded in any given year, as published by FEMA as part of a FIS and depicted on a FIRM.

*Basement.* Any enclosed area of a building having its floor sub-grade on all sides.

*Breakaway wall.* A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

*Building.* See "Structure".

*Bulkhead line.* A geographic line along a reach of navigable water that has been adopted by a municipal ordinance and approved by the Department pursuant to s. 30.11, Wis. Stats., and which allows limited filling between this bulkhead line and the original ordinary highwater mark, except where such filling is prohibited by the floodway provisions of this ordinance.

*Campground.* Any parcel of land which is designed, maintained, intended, or used for the purpose of providing sites for nonpermanent overnight use by 4 or more camping units, or which is advertised or represented as a camping area.

*Camping unit.* Any portable device, no more than 400 square feet in area, used as a temporary shelter, including but not limited to a camping trailer, motor home, bus, van, pick-up truck, or tent that is fully licensed, if required, and ready for highway use.

*Certificate of compliance.* A certification that the construction and the use of land or a building, the elevation of fill or the lowest floor of a structure is in compliance with all of the provisions of this ordinance.

*Channel.* A natural or artificial watercourse with definite bed and banks to confine and conduct normal flow of water.

*Coastal floodplain.* An area along the coast of Lake Michigan or Lake Superior which is inundated by the regional flood and which is also subject to additional hazard due to wave runup.

*Coastal high hazard area.* An area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast, and any other area subject to high velocity wave action from storms.

*Crawlway or crawl space.* An enclosed area below the first usable floor of a building, generally less than five feet in height, used for access to plumbing and electrical utilities.

*Deck.* An unenclosed exterior structure that has no roof or sides and has a permeable floor which allows the infiltration of precipitation.

*Department.* The Wisconsin Department of Natural Resources.

*Development.* Any artificial change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures or accessory structures; the construction of additions or alterations to buildings, structures or accessory structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; the placement of buildings or structures; subdivision layout and site preparation; mining, dredging, filling, grading, paving, excavation or drilling operations; the storage, deposition or extraction of materials or equipment; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities.

*Dryland access.* A vehicular access route which is above the regional flood elevation, and which connects land located in the floodplain to land outside the floodplain, such as a road with its surface above regional flood elevation and wide enough for wheeled rescue and relief vehicles.

*Encroachment.* Any fill, structure, equipment, use or development in the floodway.

*Federal emergency management agency (FEMA).* The federal agency that administers the National Flood Insurance Program.

*Flood insurance rate map (FIRM).* A map of a community on which the Federal Insurance Administration has delineated both the floodplain and the risk premium zones applicable to the community. This map can only be amended by the Federal Emergency Management Agency.

*Flood or Flooding.* A general and temporary condition of partial or complete inundation of normally dry land areas caused by one of the following conditions:

- (a) The overflow or rise of inland waters;
- (b) The rapid accumulation or runoff of surface waters from any source;
- (c) The inundation caused by waves or currents of water exceeding anticipated cyclical levels along the shore of Lake Michigan or Lake Superior; or
- (d) The sudden increase caused by an unusually high-water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a seiche, or by some similarly unusual event.

*Flood frequency.* The probability of a flood occurrence which is determined from statistical analyses. The frequency of a particular flood event is usually expressed as occurring, on the average once in a specified number of years or as a percent (%) chance of occurring in any given year.

*Floodfringe.* That portion of the floodplain outside of the floodway which is covered by flood waters during the regional flood and associated with standing water rather than flowing water.

*Flood hazard boundary map.* A map designating approximate flood hazard areas. Flood hazard areas are designated as unnumbered A-Zones and do not contain floodway lines or regional flood elevations. This map forms the basis for both the regulatory and insurance aspects of the National Flood Insurance Program (NFIP) until superseded by a Flood Insurance Study and a Flood Insurance Rate Map.

*Flood insurance study.* A technical engineering examination, evaluation, and determination of the local flood hazard areas. It provides maps designating those areas affected by the regional flood and provides both flood insurance rate zones and base flood elevations and may provide floodway lines. The flood hazard areas are designated as numbered and unnumbered A-Zones. Flood Insurance Rate Maps, that accompany the Flood Insurance Study, form the basis for both the regulatory and the insurance aspects of the National Flood Insurance Program.

*Floodplain.* Land which has been or may be covered by flood water during the regional flood. It includes the floodway and the floodfringe and may include other designated floodplain areas for regulatory purposes.

*Floodplain island.* A natural geologic land formation within the floodplain that is surrounded, but not covered, by floodwater during the regional flood.

*Floodplain management.* Policy and procedures to ensure wise use of floodplains, including mapping and engineering, mitigation, education, and administration and enforcement of floodplain regulations.

*Flood profile.* A graph or a longitudinal profile line showing the relationship of the water surface elevation of a flood event to locations of land surface elevations along a stream or river.

*Floodproofing.* Any combination of structural provisions, changes or adjustments to properties and structures, water and sanitary facilities and contents of buildings subject to flooding, for the purpose of reducing or eliminating flood damage.

*Flood protection elevation.* An elevation of two feet of freeboard above the Regional Flood Elevation. (Also see: "Freeboard")

*Flood storage.* Those floodplain areas where storage of floodwaters has been taken into account during analysis in reducing the regional flood discharge.

*Floodway.* The channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.

*Freeboard.* A safety factor expressed in terms of a specified number of feet above a calculated flood level. Freeboard compensates for any factors that cause flood heights greater than those calculated, including ice jams, debris accumulation, wave action, obstruction of bridge openings and floodways, the effects of watershed urbanization, loss of flood storage areas due to development and aggregation of the river or stream bed.

*Habitable structure.* Any structure or portion thereof used or designed for human habitation.

*Hearing notice.* Publication or posting meeting the requirements of Ch. 985, Wis. Stats. For appeals, a Class 1 notice, published once at least one week (7 days) before the hearing, is required. For all zoning ordinances and amendments, a Class 2 notice, published twice, once each week consecutively, the last at least a week (7 days) before the hearing. Local ordinances or bylaws may require additional notice, exceeding these minimums.

*High flood damage potential.* Damage that could result from flooding that includes any danger to life or health or any significant economic loss to a structure or building and its contents.

*Highest adjacent grade.* The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

*Historic structure.* Any structure that is either:

- (a) Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program, as determined by the Secretary of the Interior; or by the Secretary of the Interior in states without approved programs.

*Increase in regional flood height.* A calculated upward rise in the regional flood elevation greater than 0.00 foot, based on a comparison of existing conditions and proposed conditions which is directly attributable to development in the floodplain but not

attributable to manipulation of mathematical variables such as roughness factors, expansion and contraction coefficients and discharge.

*Land use.* Any nonstructural use made of unimproved or improved real estate. (Also see "development".)

*Lowest adjacent grade.* Elevation of the lowest ground surface that touches any of the exterior walls of a building.

*Lowest floor.* The lowest floor of the lowest enclosed area (including basement). An enclosed space as provided in s. 23.05(2)(b)6., is not considered the building's lowest floor.

*Maintenance.* The act or process of ordinary upkeep and repairs, including redecorating, refinishing, nonstructural repairs, or the replacement of existing fixtures, systems or equipment with equivalent fixtures, systems, or structures.

*Manufactured home.* A structure transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. The term "manufactured home" includes a mobile home but does not include a "mobile recreational vehicle."

*Mobile/manufactured home park or subdivision.* A parcel (or contiguous parcels) of land, divided into two or more manufactured home lots for rent or sale.

*Mobile/manufactured home park or subdivision, existing.* A parcel of land, divided into two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of this ordinance. At a minimum, this would include the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads.

*Mobile/manufactured home park, expansion to existing.* The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of streets and either final site grading, or the pouring of concrete pads.

*Mobile recreational vehicle.* A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled, carried or permanently towable by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal



use. Manufactured homes that are towed or carried onto a parcel of land, but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of "mobile recreational vehicles."

*Model, corrected effective.* A hydraulic engineering model that corrects any errors that occur in the Duplicate Effective Model, adds any additional cross sections to the Duplicate Effective Model, or incorporates more detailed topographic information than that used in the current effective model.

*Model, duplicate effective.* A copy of the hydraulic analysis used in the effective FIS and referred to as the effective model.

*Model, effective.* The hydraulic engineering model that was used to produce the current effective Flood Insurance Study.

*Model, existing (pre-project).* A modification of the Duplicate Effective Model or Corrected Effective Model to reflect any man-made modifications that have occurred within the floodplain since the date of the effective model but prior to the construction of the project for which the revision is being requested. If no modification has occurred since the date of the effective model, then this model would be identical to the Corrected Effective Model or Duplicate Effective Model.

*Model, revised (post-project).* A modification of the Existing or Pre-Project Conditions Model, Duplicate Effective Model or Corrected Effective Model to reflect revised or post-project conditions.

*Moderate wave action area (MoWA).* A special flood hazard area subject to the potential for breaking wave heights of greater than or equal to 1.5 feet, but less than 3 feet, where the primary source of flooding is astronomical tides, storm surges, seiches, and/or tsunamis. A MoWA is an area within zone AE on a FIRM that is between the inland limit of zone VE and a Limit of Moderate Wave Action, where identified. (Also known as "coastal A zone")

*Municipality or Municipal.* The City of Sturgeon Bay.

*NAVD or North American Vertical Datum.* Elevations referenced to mean sea level datum, 1988 adjustment.

*NGVD or National Geodetic Vertical Datum.* Elevations referenced to mean sea level datum, 1929 adjustment.

*New construction.* Structures for which the start of construction commenced on or after the effective date of a floodplain zoning regulation adopted by this community and includes any subsequent improvements to such structures.

*Non-flood disaster.* A fire or an ice storm, tornado, windstorm, mudslide, or other destructive act of nature, but excludes a flood.

*Nonconforming structure.* An existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this ordinance for the area of the floodplain which it occupies. (For example, an existing residential structure in the floodfringe district is a conforming use. However, if the lowest floor is lower than the flood protection elevation, the structure is nonconforming.)

*Nonconforming use.* An existing lawful use or accessory use of a structure or building which is not in conformity with the provisions of this ordinance for the area of the floodplain which it occupies. (Such as a residence in the floodway.)

*Obstruction to flow.* Any development which blocks the conveyance of floodwaters such that this development alone or together with any future development will cause an increase in regional flood height.

*Official floodplain zoning map.* That map, adopted and made part of this ordinance, as described in subsection 23.01(5)(b), which has been approved by the Department and FEMA.

*Open space use.* Those uses having a relatively low flood damage potential and not involving structures.

*Ordinary highwater mark.* The point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.

*Person.* An individual, or group of individuals, corporation, partnership, association, municipality, or state agency.

*Primary frontal dune.* A continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

*Private sewage system.* A sewage treatment and disposal system serving one structure with a septic tank and soil absorption field located on the same parcel as the structure. It also means an alternative sewage system approved by the Department of Safety and Professional Services, including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure, or a system located on a different parcel than the structure.

*Public utilities.* Those utilities using underground or overhead transmission lines such as electric, telephone and telegraph, and distribution and collection systems such as water, sanitary sewer, and storm sewer.

*Reasonably safe from flooding.* Means base flood waters will not inundate the land or damage structures to be removed from the floodplain and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

*Regional flood.* A flood determined to be representative of large floods known to have occurred in Wisconsin. A regional flood is a flood with a one percent chance of being equaled or exceeded in any given year, and if depicted on the FIRM, the RFE is equivalent to the BFE.

*Sand dunes.* Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

*Start of construction.* The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

*Structure.* Any manmade object with form, shape and utility, either permanently or temporarily attached to, placed upon or set into the ground, stream bed or lakebed, including, but not limited to, roofed and walled buildings, gas or liquid storage tanks, bridges, dams and culverts.

*Subdivision.* Has the meaning given in s. 236.02(12), Wis. Stats.

*Substantial damage.* Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.

*Substantial improvement.* Any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the equalized assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the work performed. The term does not include either any project for the improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions; or any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

*Unnecessary hardship.* Where special conditions affecting a particular property, which were not self-created, have made strict conformity with restrictions governing areas, setbacks, frontage, height, or density unnecessarily burdensome or unreasonable in light of the purposes of the ordinance.

*Variance.* An authorization by the board of adjustment or appeals for the construction or maintenance of a building or structure in a manner which is inconsistent with dimensional standards (not uses) contained in the floodplain zoning ordinance.

*Violation.* The failure of a structure or other development to be fully compliant with the floodplain zoning ordinance. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.

*Watershed.* The entire region contributing runoff or surface water to a watercourse or body of water.

*Water surface profile.* A graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood flow. A water surface profile of the regional flood is used in regulating floodplain areas.

*Well.* An excavation opening in the ground made by digging, boring, drilling, driving or other methods, to obtain groundwater regardless of its intended use.

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

Approved:

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David Ward  
Mayor

Attest:

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Stephanie Reinhardt  
City Clerk