



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, MARCH 5, 2013
7:00 P.M.
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST
THAD G. BIRMINGHAM, MAYOR**

1. Call to order.
2. Pledge of Allegiance.
3. Roll call.
4. Adoption of agenda.
5. Consideration of the following bills: General Fund – \$4,736,714.20, Capital Fund - \$11,754.60, Cable TV - \$4,613.46, TID #2 - \$56,705.85, TID #3 – 27,462.50, and Solid Waste Enterprise - \$3,635.80 for a grand total of \$4,840,886.41. [roll call]
6. 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 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 2/19/13 regular Common Council minutes.

* b. Approval of the following minutes:

- (1) Sturgeon Bay Utility Commission – 1/8/13
- (2) Joint Review Board – 2/11/13
- (3) Zoning Board of Appeals – 2/11/13
- (4) Finance/Purchasing & Building Committee – 2/12/13
- (5) Cable Communication System Advisory Council – 2/14/13
- (6) Community Protection & Services Committee – 2/14/13
- (7) City Plan Commission – 2/20/13
- (8) Board of Canvassers – 2/25/13

* c. Place the following reports on file:

- (1) Police Department Report – January 2013

* d. Consideration of: Approval of Beverage Operator Licenses.

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

* f. Consideration of: Street Closure Applications for SBVC.

* g. Finance/Purchasing & Building Committee recommendation re: Transfer funds in the amount of \$6,280 from Contingency budget line 01-199-000-58950 to Website line item, 01-199-000-51100.

- * h. **Community Protection & Services Committee recommendation re: Create Section 10.065 of the Municipal Code (Misuse of 911.)**
 - * i. **Community Protection & Services Committee recommendation re: Repeal and recreate Section 9.04 of the Municipal Code (Hunting Permit.)**
 - * j. **City Plan Commission recommendation re: Approval of the improvement plans for Marina View Subdivision subject to conditions.**
 - * k. **City Plan Commission recommendation re: Single-Family Residential (R-1) as the official zoning classification for Myra Lagerman, for property located on N. Columbia Avenue.**
7. **Mayoral appointments.**
 8. **Consideration of: Parking restriction on Michigan Street (adjacent to Market Square) during Bayview Bridge Closure.**
 9. **First reading of ordinance re: Repeal and recreate Section 9.04 of the Municipal Code – Hunting Permit.**
 10. **First reading of ordinance re: Create Section 10.065 of the Municipal Code – Misuse of 911.**
 11. **First reading of ordinance re: Official zoning classification of Single-Family Residential for property located on N. Columbia Avenue.**
 12. **Resolution Authorizing Borrowing from WPPI Energy.**
 13. **Committee Chairperson Reports:**
 - a. **City Plan Commission**
 - b. **Finance/Purchasing & Building Committee**
 - c. **Park & Recreation Committee**
 14. **Public comment on non-agenda items.**
 15. **Mayor's comments.**
 16. **Adjourn.**

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date:

3/1/13

Time:

12:00pm

By:

[Signature]

DAT
TIM
ID:

5.

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

5.

INVOICES DUE ON/BEFORE 03/05/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
GENERAL FUND				
REVENUE				
DEMMIN	JEFFREY D DEMMIN	01/13 MHT OVER PAYMENT	01-000-000-41300	13.02
R0000763	MARK STRUCK	REF STREET OPENING M-07-12	01-000-000-23160	596.00
R0001040	COLLIN JEANQUART	PHN SIGN REFUND	01-000-000-23168	50.00
TOTAL REVENUE				659.02
RUBBER TIRED LOADER				
13170	BOARD OF COMMISSIONERS OF	RUBBER TIRE LOADER	01-000-934-70000	30,810.15
13170		RUBBER TIRE LOADER	01-000-934-70001	2,194.45
TOTAL RUBBER TIRED LOADER				33,004.60
REROOF W SIDE FIRE ST				
13170	BOARD OF COMMISSIONERS OF	WEST SIDE FIRE STATION ROOF	01-000-935-70000	4,463.43
13170		WEST SIDE FIRE STATION ROOF	01-000-935-70001	1,610.55
TOTAL REROOF W SIDE FIRE ST				6,073.98
POLICE RECORDS MGMT SYSTEM				
13170	BOARD OF COMMISSIONERS OF	POLICE SPILLMAN	01-000-940-70000	2,798.53
13170		POLICE SPILLMAN	01-000-940-70001	199.33
TOTAL POLICE RECORDS MGMT SYSTEM				2,997.86
BLEACHERS (BOYS LL & WS)				
13170	BOARD OF COMMISSIONERS OF	BOYS LL & WS BLEACHERS	01-000-941-70000	9,206.10
13170		BOYS LL & WS BLEACHERS	01-000-941-70001	655.70
TOTAL BLEACHERS (BOYS LL & WS)				9,861.80
UNIT 5 FD PICK UP				
13170	BOARD OF COMMISSIONERS OF	UNIT 5 REPL 4 DOOR PICK UP	01-000-942-70000	4,879.67
13170		UNIT 5 REPL 4 DOOR PICK UP	01-000-942-70001	347.55
TOTAL UNIT 5 FD PICK UP				5,227.22
TORO LAWN MOWERS (2)				
13170	BOARD OF COMMISSIONERS OF	2 TORO MOWERS	01-000-943-70000	2,661.50
13170		2 TORO MOWERS	01-000-943-70001	189.56
TOTAL TORO LAWN MOWERS (2)				2,851.06
TECHNOLOGY UPGRADES				
13170	BOARD OF COMMISSIONERS OF	TECHNOLOGY UPGRADES	01-000-944-70000	2,906.59
13170		TECHNOLOGY UPGRADES	01-000-944-70001	207.02
TOTAL TECHNOLOGY UPGRADES				3,113.61
SQUAD CARS (2)				
13170	BOARD OF COMMISSIONERS OF	2 SQUADS	01-000-945-70000	11,945.95
13170		2 SQUADS	01-000-945-70001	860.49
TOTAL SQUAD CARS (2)				12,806.44
SQUAD AUDIO / VIDEO SYS				
13170	BOARD OF COMMISSIONERS OF	AUDIO/VISUAL EQ SQUADS	01-000-946-70000	3,063.57

INVOICES DUE ON/BEFORE 03/05/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
SQUAD AUDIO / VIDEO SYS				
13170		AUDIO/VISUAL EQ SQUADS	01-000-946-70001	218.20
				TOTAL SQUAD AUDIO / VIDEO SYS
				3,281.77
SQUAD CAR RADIO UPGRADES				
13170	BOARD OF COMMISSIONERS OF	SQUAD CAR UPGRADES	01-000-947-70000	3,513.45
13170		SQUAD CAR UPGRADES	01-000-947-70001	250.24
				TOTAL SQUAD CAR RADIO UPGRADES
				3,763.69
FD PICK-UP				
13170	BOARD OF COMMISSIONERS OF	FIRE CHIEF PICK UP	01-000-948-70000	6,704.06
13170		FIRE CHIEF PICK UP	01-000-948-70001	477.50
				TOTAL FD PICK-UP
				7,181.56
OVERHEAD DOOR & P EYES				
13170	BOARD OF COMMISSIONERS OF	FD OVERHEAD PHOTO EYES	01-000-949-70000	1,099.68
13170		FD OVERHEAD PHOTO EYES	01-000-949-70001	78.32
				TOTAL OVERHEAD DOOR & P EYES
				1,178.00
INSULATE WS FIRE STATION				
13170	BOARD OF COMMISSIONERS OF	FD INSULATION	01-000-950-70000	1,531.79
13170		FD INSULATION	01-000-950-70001	109.10
				TOTAL INSULATE WS FIRE STATION
				1,640.89
STORM SEWER OUTLAY				
13170	BOARD OF COMMISSIONERS OF	STORM SEWER OUTLAY	01-000-951-70000	19,825.05
13170		STORM SEWER OUTLAY	01-000-951-70001	1,412.04
				TOTAL STORM SEWER OUTLAY
				21,237.09
REFUSE PACKER OVERHAUL				
13170	BOARD OF COMMISSIONERS OF	REFUSE PACKER OVERHAUL	01-000-952-70000	3,342.20
13170		REFUSE PACKER OVERHAUL	01-000-952-70001	238.05
				TOTAL REFUSE PACKER OVERHAUL
				3,580.25
TRACKLESS W/BLOWER				
13170	BOARD OF COMMISSIONERS OF	DPW TRACKLESS W/BLOWER	01-000-953-70000	20,587.86
13170		DPW TRACKLESS W/BLOWER	01-000-953-70001	2,809.68
				TOTAL TRACKLESS W/BLOWER
				23,397.54
REROOF MUNICIPAL SERVICES				
13170	BOARD OF COMMISSIONERS OF	ROOF MUNICIPAL SERVICES	01-000-954-70000	2,783.41
13170		ROOF MUNICIPAL SERVICES	01-000-954-70001	936.11
				TOTAL REROOF MUNICIPAL SERVICES
				3,719.52
WS R.STATION BATHROOM REM				
13170	BOARD OF COMMISSIONERS OF	FD WEST SIDE BATHROOM REMODLE	01-000-955-70000	3,288.01
13170		FD WEST SIDE BATHROOM REMODLE	01-000-955-70001	115.08
				TOTAL WS R.STATION BATHROOM REM
				3,403.09

INVOICES DUE ON/BEFORE 03/05/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
WS F.STATION CARPET				
WS F.STATION CARPET				
13170	BOARD OF COMMISSIONERS OF	FD WEST SIDE CARPET	01-000-956-70000	846.70
13170		FD WEST SIDE CARPET	01-000-956-70001	29.63
TOTAL WS F.STATION CARPET				876.33
DEFIBRILLATOR				
13170	BOARD OF COMMISSIONERS OF	FD DEFIBRILLATORS	01-000-957-70000	545.33
13170		FD DEFIBRILLATORS	01-000-957-70001	19.09
TOTAL DEFIBRILLATOR				564.42
RAZE GLESNER BUILDING				
13170	BOARD OF COMMISSIONERS OF	RAZE GLESNER BUILDING	01-000-959-70000	1,015.72
13170		RAZE GLESNER BUILDING	01-000-959-70001	35.55
TOTAL RAZE GLESNER BUILDING				1,051.27
FD HOSE				
13170	BOARD OF COMMISSIONERS OF	FD HOSE	01-000-960-70000	618.93
13170		FD HOSE	01-000-960-70001	21.66
TOTAL FD HOSE				640.59
SQUADS (2) 2011				
13170	BOARD OF COMMISSIONERS OF	PD SQUADS 2011	01-000-962-70000	9,927.16
13170		PD SQUADS 2011	01-000-962-70001	1,354.79
TOTAL SQUADS (2) 2011				11,281.95
GARAGE DOORS				
13170	BOARD OF COMMISSIONERS OF	DPW GARAGE DOORS	01-000-963-70000	1,015.53
13170		DPW GARAGE DOORS	01-000-963-70001	69.28
TOTAL GARAGE DOORS				1,084.81
UTILITRUCK				
13170	BOARD OF COMMISSIONERS OF	DPW UTILITRUCK	01-000-964-70000	1,139.72
13170		DPW UTILITRUCK	01-000-964-70001	155.54
TOTAL UTILITRUCK				1,295.26
ONE TON DUMP TRUCK				
13170	BOARD OF COMMISSIONERS OF	DPW ONE TON DUMP TRUCK	01-000-965-70000	4,237.57
13170		DPW ONE TON DUMP TRUCK	01-000-965-70001	578.31
TOTAL ONE TON DUMP TRUCK				4,815.88
PREL. BREATH TESTERS				
13170	BOARD OF COMMISSIONERS OF	PD BREATH TESTERS	01-000-967-70000	383.06
13170		PD BREATH TESTERS	01-000-967-70001	150.45
TOTAL PREL. BREATH TESTERS				533.51
DEFIBRILLATOR				
13170	BOARD OF COMMISSIONERS OF	FD DEFIBRILLATOR	01-000-968-70000	84.36
13170		FD DEFIBRILLATOR	01-000-968-70001	33.13

INVOICES DUE ON/BEFORE 03/05/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
DEFIBRILLATOR				
DEFIBRILLATOR				
TOTAL DEFIBRILLATOR				117.49
RESCUE ROPE				
13170	BOARD OF COMMISSIONERS OF	FD RESCUE ROPE	01-000-969-70000	132.65
13170		FD RESCUE ROPE	01-000-969-70001	52.10
TOTAL RESCUE ROPE				184.75
Y VALVES				
13170	BOARD OF COMMISSIONERS OF	FD Y VALVES	01-000-970-70000	53.80
13170		FD Y VALVES	01-000-970-70001	21.13
TOTAL Y VALVES				74.93
COMMERCIAL WASHER				
13170	BOARD OF COMMISSIONERS OF	FD COMMERCIAL WASHER	01-000-971-70000	636.56
13170		FD COMMERCIAL WASHER	01-000-971-70001	250.02
TOTAL COMMERCIAL WASHER				886.58
LINE PAINT MACHINE				
13170	BOARD OF COMMISSIONERS OF	DPW LINE PAINT MACHINE	01-000-974-70000	1,110.26
13170		DPW LINE PAINT MACHINE	01-000-974-70001	436.07
TOTAL LINE PAINT MACHINE				1,546.33
GARAGE DOORS				
13170	BOARD OF COMMISSIONERS OF	DPW GARAGE DOORS	01-000-978-70000	386.93
13170		DPW GARAGE DOORS	01-000-978-70001	151.97
TOTAL GARAGE DOORS				538.90
UTILITRUCK				
13170	BOARD OF COMMISSIONERS OF	DPW UTILITRUCK	01-000-979-70000	513.90
13170		DPW UTILITRUCK	01-000-979-70001	201.84
TOTAL UTILITRUCK				715.74
TOTAL GENERAL FUND				175,187.73
MAYOR				
FIRST	FIRST BANKCARD	LODGING EHLERS CONF WI DELLS	01-100-000-55600	110.38
FIRST		MEAL	01-100-000-55600	10.25
FIRST		MEAL	01-100-000-55600	23.57
TOTAL				144.20
TOTAL MAYOR				144.20
CITY COUNCIL				
THAD	THAD BIRMINGHAM	MEAL REIMB	01-105-000-55600	26.50

INVOICES DUE ON/BEFORE 03/05/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
THAD		MILEAGE REIMB	01-105-000-55600	212.03
TOTAL				238.53
TOTAL CITY COUNCIL				238.53
CITY CLERK-TREASURER				
17700	QUILL CORPORATION	LEGAL PADS	01-115-000-51950	13.79
FIRST	FIRST BANKCARD	AIR TO IIMC CONF ATLANTA STEPH	01-115-000-55600	295.10
FIRST		MTWA CONF LODGING	01-115-000-55600	218.00
TOTAL				526.89
TOTAL CITY CLERK-TREASURER				526.89
ADMINISTRATION				
11825	KRUKOWSKI AND COSTELLO, SC	EMP LAW UPDATE & CD	01-120-000-56000	199.90
11825		SHIPPING	01-120-000-56000	12.50
FIRST	FIRST BANKCARD	LODGING EHLERS CONF WI DELLS	01-120-000-55600	87.62
FIRST		MEAL	01-120-000-55600	10.25
FIRST		MEAL	01-120-000-55600	23.57
MCNEIL	STEVE MCNEIL	MEAL REIMB	01-120-000-55600	22.01
R0001041	NATIONAL SEMINARS TRAINING	HR LAW TRAINING 2013	01-120-000-55600	199.00
TOTAL				554.85
TOTAL ADMINISTRATION				554.85
COMPUTER				
03101	CDW GOVERNMENT, INC.	3 IPAD COVERS/KEYBOARDS	01-125-000-51950	203.97
TOTAL				203.97
TOTAL COMPUTER				203.97
CITY ASSESSOR				
17700	QUILL CORPORATION	TAPE	01-130-000-51950	10.76
ASSO APP	ASSOCIATED APPRAISAL	03/05/13 CONTRACT	01-130-000-55010	1,245.83
TOTAL				1,256.59
TOTAL CITY ASSESSOR				1,256.59
MUNICIPAL SERVICES ADMIN.				
ASCE	AMERICAN SOCIETY OF	ANNUAL DUES	01-145-000-56000	240.00
TOTAL				240.00

INVOICES DUE ON/BEFORE 03/05/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
			TOTAL MUNICIPAL SERVICES ADMIN.	240.00
PUBLIC WORKS ADMINISTRATION				
22800	WALMART COMMUNITY	DUST REMOVER	01-150-000-51950	10.97
22800		PRINTER	01-150-000-51950	49.00
22800		INK	01-150-000-51950	62.95
		TOTAL		122.92
		TOTAL PUBLIC WORKS ADMINISTRATION		122.92
ELECTIONS DEPARTMENT				
02216	BAY VIEW LUTHERAN CHURCH	02/13 ELECTION RENT	01-155-000-57650	110.00
04696	DOOR COUNTY TREASURER	SHIPPING TO REPAIR TSX MACHINE	01-155-000-54999	19.59
04975	ECONO FOODS	ROLLS FOR ELECTION	01-155-000-54999	11.25
16575	PIP PRINTING	10 LAMINATED ELECTION MAPS	01-155-000-54999	132.06
19800	STURGEON BAY JAYCEES	02/13 ELECTION RENT	01-155-000-57650	110.00
		TOTAL		382.90
		TOTAL ELECTIONS DEPARTMENT		382.90
CITY HALL				
23730	WPS	421 MICHIGAN ST	01-160-000-56600	2,484.88
VIK	VIKING ELECTRIC SUPPLY	ADVANCED ELECTRONIC BALLAST	01-160-000-54999	20.30
WARNER	WARNER-WEXEL WHOLESALE &	CLEANING SUPPLIES	01-160-000-51850	70.34
		TOTAL		2,575.52
		TOTAL CITY HALL		2,575.52
GENERAL EXPENDITURES				
PINKERT	PINKERT LAW FIRM TRUST ACCOUNT	DCMM DEED	01-199-000-51525	95.00
		TOTAL		95.00
		TOTAL GENERAL EXPENDITURES		95.00
POLICE DEPARTMENT				
02790	DAN BRINKMAN	REIMB MEAL TRNG WI DELLS	01-200-000-55600	24.24
16575	PIP PRINTING	10 PKNG VIOLATION WARNING BOOK	01-200-000-51600	221.75
22800	WALMART COMMUNITY	SD CARDS	01-200-000-51950	28.82
FIRST	FIRST BANKCARD	FBINAA CHEIF DUES	01-200-000-56000	75.00
FIRST		FRAME	01-200-000-51950	4.18
FIRST		MID WINTER CONF LDGNG BRINKMAN	01-200-000-55600	69.92

INVOICES DUE ON/BEFORE 03/05/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
WSUG	WISCONSIN SPLIIMAN USER GROUP	2013 DUES	01-200-000-56000	50.00
			TOTAL	473.91
			TOTAL POLICE DEPARTMENT	473.91
POLICE DEPARTMENT/PATROL				
03133	CELLCOM WISCONSIN RSA 10	01/13 CELL SERVICE	01-215-000-58250	530.96
03133		01/13 CELL SERVICE	01-215-000-58999	307.68
04696	DOOR COUNTY TREASURER	01/13 FUEL CHARGES	01-215-000-51650	5,155.59
06650	GALLS, AN ARAMARK COMPANY	STINGER LGHT POUCH & BATTERIES	01-215-000-54999	158.42
14878	NWTC	SURVIVING THE SUDDEN ASSAULT	01-215-000-55600	255.00
22800	WALMART COMMUNITY	WET/DRY VAC, SQUEEGE, KLEENEX	01-215-000-54999	73.88
22800		3/1 VAC, CHARGERS, BATTERIES	01-215-000-54999	73.40
23140	CARL WATERSTREET	REIMB EXTERNAL DVD DRIVE	01-215-000-54999	35.98
FIRST	FIRST BANKCARD	CYLINDER	01-215-000-54999	63.80
FIRST		MPD TRAINING KRAH	01-215-000-55600	125.25
FIRST		LDGNG TASSOUL BASIC NRCTS TRNG	01-215-000-55600	345.00
R0000608	AUTO ZONE, INC	HALOGEN BULBS	01-215-000-58600	39.98
R0000608		WINDSHIELD FLUID	01-215-000-58600	7.96
TASER	TASER INTERNATIONAL	6 35' XP CARTRIDGES	01-215-000-51050	213.65
TASSOUL	MARKUS TASSOUL	MEAL REIMB BASIC NRCTCS TRNG	01-215-000-55600	139.72
			TOTAL	7,526.27
			TOTAL POLICE DEPARTMENT/PATROL	7,526.27
FIRE DEPARTMENT				
02005	BAY ELECTRONICS, INC.	REPAIR 2 RADIOS	01-250-000-57550	428.75
02005		ANTENNA	01-250-000-57550	17.89
02275	BENDLIN FIRE EQUIPMENT	STRAMLITE KALIN	01-250-000-52900	53.00
02275		ESCAPE BELT MATT	01-250-000-52900	73.00
03075	CARQUEST OF DOOR COUNTY	COUPLER PLUG & AIR CHECK GUAGE	01-250-000-52700	23.73
04696	DOOR COUNTY TREASURER	01/13 FUEL CHARGES	01-250-000-51650	656.44
08225	HERLACHE SMALL ENGINE	SAW FILERS	01-250-000-52700	28.95
14560	NFPA	2013 CODES	01-250-000-56000	1,165.50
14878	NWTC	ART OF READING SMOKE 4 FF'S	01-250-000-55600	80.00
16570	PIONEER FIRE COMPANY	HONOR GUARD PATCHES	01-250-000-52900	175.00
18448	RENNERTS FIRE EQUIP SER INC	DECK GUN CONTROLS UNIT#6	01-250-000-53000	188.47
18448		VALVE REBUILD KIT	01-250-000-53000	175.98
19880	STURGEON BAY UTILITIES	SALT SHED	01-250-000-56675	3.56
19880		SUNSET CNTR/NEW CONC	01-250-000-56675	29.00
19880		835 N 14TH AVE	01-250-000-56675	29.00
19880		SUNSET CNTR/NEW CONC	01-250-000-56675	29.00
19880		FRANK GRASSE MEM SHELTER	01-250-000-56675	9.00
19880		OTUMBA PARK	01-250-000-56675	3.56
19880		WEST SIDE WARMING HOUSE	01-250-000-56675	3.56
19880		WEST SIDE FIRE STATION	01-250-000-56150	116.51
19880		WEST SIDE FIRE STATION	01-250-000-56675	29.00
19880		WEST SIDE FIRE STATION	01-250-000-58650	83.43
19880		38 S NEENAH AVE PAVILLION	01-250-000-56675	3.56
19880		38 S NEENAH AVE RESTROOMS	01-250-000-56675	18.00

INVOICES DUE ON/BEFORE 03/05/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
19880		JC BALLFIELD	01-250-000-56675	9.00
19880		MTCH ST BALLFIELD SPRINKLER	01-250-000-56675	29.00
19880		WEST SIDE BALLFIELD LIGHTS	01-250-000-56675	3.56
19880		N 14TH WARNING SIREN	01-250-000-56150	8.24
19880		COVE RD/CANAL RD SIREN	01-250-000-56150	14.80
19880		SUNSET PK STAR PLANT	01-250-000-56675	29.00
19880		SIGN SHED	01-250-000-56675	3.56
19880		CHERRY BLOSSOM PARK	01-250-000-56675	9.00
19880		CLAY BANKS SIREN	01-250-000-56150	15.03
22800	WALMART COMMUNITY	CLEANING SPLYS, GAS CAN, BTRYS	01-250-000-54999	142.37
22800		OFFICE SUPPLIES	01-250-000-51950	31.97
22800		SHELF LINERS	01-250-000-54999	10.96
22800		WAX & SUPPLIES	01-250-000-54999	46.75
22800		OFFICE SUPPLIES	01-250-000-51950	24.57
22800		BULB	01-250-000-53000	8.88
22800		CLEANING & KITCHEN SUPPLIES	01-250-000-54999	121.93
23730	WPS	WEST SIDE FIRE STATION	01-250-000-56600	361.21
23897	W.S. DARLEY & CO.	GLOVES	01-250-000-52900	61.93
FIRST	FIRST BANKCARD	LODGING CHIEFS CONF	01-250-000-55600	70.00
FIRST		SEAT AIR SWITCH	01-250-000-53000	22.49
FIRST		MEAL	01-250-000-55600	80.53
FIRST		LODGING EMS CONF 6 FF'S	01-250-000-55600	872.00
FIRST		FUEL	01-250-000-51650	47.00
FIRST		FUEL	01-250-000-51650	41.20
FIRST		MEAL	01-250-000-55600	77.06
PAULCONW	PAUL CONWAY SHIELDS	JACKET LINER DIETMAN	01-250-000-52900	20.00
R0001042	LEE DACHELET	CO METER CALIBRATION	01-250-000-51350	400.00
WIEGANDB	BRENT WIEGAND	UNIFORM SHIRTS	01-250-000-52900	36.00

TOTAL 6,021.93

TOTAL FIRE DEPARTMENT 6,021.93

STORM SEWERS

06012	FASTENAL COMPANY	MLE NO SHOULDER	01-300-000-54999	21.32
06012		MACH LIFT EYE	01-300-000-54999	44.51
06012		RETURN MLE NO SHOULDER	01-300-000-54999	-21.32
06012		MLE 1" W/O SHOULDER	01-300-000-54999	39.99

TOTAL 84.50

TOTAL STORM SEWERS 84.50

ROADWAYS/STREETS

O'REILLY	O'REILLY AUTO PARTS	SPARK PLUGS & BAR OIL	01-400-000-51400	22.45
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TOTAL 22.45

TOTAL ROADWAYS/STREETS 22.45

SNOW REMOVAL

INVOICES DUE ON/BEFORE 03/05/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
04198	DENNIS BAHCALL RUBBER CO. INC	2 ROLLS RUBBER BELTING	01-410-000-51400	200.00
04545	DOOR COUNTY COOPERATIVE	LED WING LIGHT	01-410-000-51400	72.68
06012	FASTENAL COMPANY	PB DOM 5/8-11X3.5P 8	01-410-000-51400	25.43
11800	KRUEGER IMPLEMENT INC	SPROCKET	01-410-000-51400	19.90
13400	MIDSTATES BLADE AND CHAIN INC	4 GRINDER BLADES	01-410-000-51400	484.60
13400		7 GRINDER BLADES	01-410-000-51400	565.40
13400		3 LOADER PLOW BLADES	01-410-000-51400	342.60
13400		4 CURB GUARD	01-410-000-51400	375.56
13400		SHIPPING	01-410-000-51400	60.00
13655	MONROE TRUCK EQUIPMENT, INC	ANGLE CYCLE	01-410-000-51400	250.43
13655		SHIPPING	01-410-000-51400	8.00
13655		2 CHECK VALVES FOR SALT BRINE	01-410-000-51400	31.00
13825	MORTON SALT	217.70 TONS SALT	01-410-000-52400	12,049.69
		TOTAL		14,485.29
		TOTAL SNOW REMOVAL		14,485.29
STREET MACHINERY				
02005	BAY ELECTRONICS, INC.	29 NARROW BAND RADIOS	01-450-000-57550	1,695.00
04696	DOOR COUNTY TREASURER	01/13 FUEL CHARGES	01-450-000-51650	9,202.40
06012	FASTENAL COMPANY	SUPPLIES	01-450-000-53000	30.20
23405	WHOLESALE DIRECT INC	20' WIPER BLADES	01-450-000-52150	60.53
FLEETPRI	FLEETPRIDE	AIR DASH VALVE	01-450-000-53000	158.82
O'REILLY	O'REILLY AUTO PARTS	WIPER BLADE	01-450-000-53000	28.49
		TOTAL		11,175.44
		TOTAL STREET MACHINERY		11,175.44
CITY GARAGE				
01766	AURORA MEDICAL GROUP	ANNUAL DOT CONSORTIUM FEE	01-460-000-57100	100.00
19880	STURGEON BAY UTILITIES	SALT SHED	01-460-000-56150	12.89
19880		835 N 14TH AVE	01-460-000-56150	1,141.35
19880		835 N 14TH AVE	01-460-000-58650	190.10
23730	WPS	835 N 14TH AVE	01-460-000-56600	2,565.98
25900	ZOERBS PAINT	GALLON PAINT	01-460-000-55300	35.17
		TOTAL		4,045.49
		TOTAL CITY GARAGE		4,045.49
CELEBRATION & ENTERTAINMENT				
O'REILLY	O'REILLY AUTO PARTS	TIE DOWNS	01-480-000-51550	47.98
SRO	SRO EVENTS, INC	HARMONY INSTALLMENT #1	01-480-000-58999	8,966.67
		TOTAL		9,014.65
		TOTAL CELEBRATION & ENTERTAINMENT		9,014.65

INVOICES DUE ON/BEFORE 03/05/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	TRFC WARNING LIGHT ELM & CTY C	01-499-000-58000	2.90
HESLER	DARREN HESLER	2013 REIMB WORK BOOTS	01-499-000-56800	100.00
TOTAL				102.90
TOTAL HIGHWAYS - GENERAL				102.90
PARK & RECREATION ADMIN				
FIRST	FIRST BANKCARD	DEPOSIT FOR BREWER TICKETS	01-500-000-52250	895.00
NRPA	NATIONAL RECREATION &	I NRPA MEMBERSHIP	01-500-000-56000	150.00
TOTAL				1,045.00
TOTAL PARK & RECREATION ADMIN				1,045.00
PARKS AND PLAYGROUNDS				
02005	BAY ELECTRONICS, INC.	LICENSES FOR NARROW BANDING	01-510-000-52300	150.00
03075	CARQUEST OF DOOR COUNTY	FUSE FOR MC BLOWER	01-510-000-54999	6.75
04696	DOOR COUNTY TREASURER	01/13 FUEL CHARGES	01-510-000-51650	990.53
19880	STURGEON BAY UTILITIES	SUNSET CNTR/NEW CONC	01-510-000-56150	98.94
19880		SUNSET CNTR/NEW CONC	01-510-000-58650	48.40
19880		SUNSET CNTR/NEW CONC	01-510-000-56150	98.94
19880		SUNSET CNTR/NEW CONC	01-510-000-58650	48.40
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	42.17
19880		OTUMBA PARK	01-510-000-56150	8.24
19880		WEST SIDE WARMING HOUSE	01-510-000-56150	11.63
19880		JC BALLFIELD	01-510-000-56150	8.24
19880		OTUMBA PARK WALKWAY LIGHTS	01-510-000-56150	51.34
19880		OTUMBA PK/STREET LIGHTS	01-510-000-56150	151.15
19880		FLORIDA ST/SUNSET PK	01-510-000-56150	15.59
19880		SIGN SHED	01-510-000-56150	20.91
19880		CHERRY BLOSSOM PARK	01-510-000-56150	8.24
23730	WPS	MEMORIAL FIELD	01-510-000-56600	336.44
WARNER	WARNER-WEXEL WHOLESALE &	PARK CLEANING SUPPLIES	01-510-000-54999	33.80
TOTAL				2,129.71
TOTAL PARKS AND PLAYGROUNDS				2,129.71
MUNICIPAL DOCKS				
19880	STURGEON BAY UTILITIES	36 S NEENAH AVE PARKING LOT	01-550-000-56150	134.19
19880		38 S NEENAH AVE PAVILLION	01-550-000-56150	8.24
19880		38 S NEENAH AVE RESTROOMS	01-550-000-56150	104.40
23730	WPS	36 S NEENAH AVE RESTROOMS	01-550-000-56600	6.90
TOTAL				253.73
TOTAL MUNICIPAL DOCKS				253.73

INVOICES DUE ON/BEFORE 03/05/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
WATERFRONT PARKS & WALKWAYS				
19880	STURGEON BAY UTILITIES	DCMM WALKWAY LIGHTS	01-570-000-56150	39.35
19880		DCMM PARKING LOT LIGHTS	01-570-000-56150	231.36
TOTAL				270.71
TOTAL WATERFRONT PARKS & WALKWAYS				270.71
COMMUNITY & ECONOMIC DEVLPMT				
17700	QUILL CORPORATION	FILE FOLDERS & CDRW'S	01-900-000-51950	22.98
FIRST	FIRST BANKCARD	FUEL	01-900-000-55600	58.36
FIRST		LOGGING CONF WI DELLS	01-900-000-55600	220.76
FIRST		MEAL CONF WI DELLS	01-900-000-55600	23.41
FIRST		FUEL	01-900-000-55600	62.43
FIRST		APA CONF FEE	01-900-000-55600	695.00
TOTAL				1,082.94
TOTAL COMMUNITY & ECONOMIC DEVLPMT				1,082.94
TOTAL GENERAL FUND				239,264.02
CAPITAL FUND				
PATROL				
19580	STREICHERS PROF POLICE EQUIP	2 FOREND WEAVER QUAD RAILS	10-215-000-59999	230.00
AQUA	AQUA CENTER OF GREEN BAY INC	TANK PRESSURE CHECKER	10-215-000-59999	71.96
AQUA		30 CT ALUMINUM TANK	10-215-000-59999	119.96
AQUA		BATTERY & TANK VALVE CAP	10-215-000-59999	20.80
FIRST	FIRST BANKCARD	2 COMPUTERS	10-215-000-59999	1,830.00
FIRST		RESCUE TECH	10-215-000-59999	1,165.72
FIRST		OCEANREEF INC	10-215-000-59999	100.00
FIRST		THERMAL TENT	10-215-000-59999	393.44
GREEN	GREEN BAY SCUBA SHOP	DIVE GEAR	10-215-000-59999	7,822.72
TOTAL				11,754.60
TOTAL PATROL				11,754.60
TOTAL CAPITAL FUND				11,754.60
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
MANN	MANN COMMUNICATIONS, LLC	03/05/13 CONTRACT	21-000-000-55015	4,390.00
MANN		ROGER COUNCIL PREVIEWS	21-000-000-58999	105.00
MANN		DVD'S TO LIBRARY	21-000-000-58999	60.00
MANN		APPS FOR IPAD	21-000-000-52700	48.46
MANN		PEG MEDIA SHOWS	21-000-000-55010	10.00
TOTAL CABLE TV / GENERAL				4,613.46
TOTAL CABLE TV / GENERAL				4,613.46
TOTAL CABLE TV				4,613.46

INVOICES DUE ON/BEFORE 03/05/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

TID #2 DISTRICT				
TID DISTRICT #2				
TID #2 A AREA BONDS - DVL				
13170	BOARD OF COMMISSIONERS OF	TID #2 SPLLC	25-320-931-70000	1,393.43
13170		TID #2 SPLLC	25-320-931-70001	1,233.70
13170		TID #2 SPLLC	25-320-931-70000	6,377.95
13170		TID #2 SPLLC	25-320-931-70001	6,247.85
13170		TID #2 SPLLC	25-320-931-70000	3,223.92
13170		TID #2 SPLLC	25-320-931-70001	3,158.14
13170		TID #2 AMENDED AREA SHIPYARD	25-320-931-70000	18,601.43
13170		TID #2 AMENDED AREA SHIPYARD	25-320-931-70001	16,469.43
TOTAL TID #2 A AREA BONDS - DVL				56,705.85
TOTAL TID DISTRICT #2				56,705.85
TOTAL TID #2 DISTRICT				56,705.85
TID #3 DISTRICT				
TID #3 DISTRICT				
\$1.685 NOTES				
02220	BAYLAKE BANK	TID #3 WIRETECH	27-330-937-70001	27,462.50
TOTAL \$1.685 NOTES				27,462.50
TOTAL TID #3 DISTRICT				27,462.50
TOTAL TID #3 DISTRICT				27,462.50
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04696	DOOR COUNTY TREASURER	01/13 DIESEL	60-000-000-51650	3,536.05
18500	R N O W INC	3 GRIPPER ROLLER PINS	60-000-000-53000	91.58
O'REILLY	O'REILLY AUTO PARTS	1037 OZ STRTFD	60-000-000-53000	1.99
O'REILLY		10.7 OZ STRTFD	60-000-000-53000	6.18
TOTAL SOLID WASTE ENTERPRISE FUND				3,635.80
TOTAL SOLID WASTE ENTERPRISE FUND				3,635.80
TOTAL SOLID WASTE ENTERPRISE				3,635.80
TOTAL ALL FUNDS				343,436.23

MANUAL CHECKS

Door County Treasurer 02/13/13 Check #72096 Tax settlement 01-000-000-24212	\$ 1,047,117.28
Door County Treasurer 02/13/13 Check #72097 DNR Pilt 01-000-000-24310	\$ 720.54
NWTC 02/13/13 Check #72098 Tax settlement 01-000-000-24640	\$ 464,188.71
NWTC 02/13/13 Check #72099 DNR Pilt 01-000-000-24640	\$ 336.15
Sevastopol School District 02/13/13 Check #72100 Tax settlement 01-000-000-24630	\$ 41,990.12
Southern Door School District 02/13/13 Check #72101 Tax settlement 01-000-000-24620	\$ 133,012.67
Sturgeon Bay School District 02/13/13 Check #72102 Tax settlement 01-000-000-24610	\$ 2,806,161.63

Sturgeon Bay School District
02/13/13
Check #72103
DNR Pitt
01-000-000-24610

\$ 2,252.69

WI DNR
02/13/13
Check #72104
DNR Pitt
01-000-000-24320

\$ 34.44

Minnesota Life Insurance
02/22/13
Check #72163
Life insurance
01-600-000-50552

\$ 1,635.95

TOTAL MANUAL CHECKS

\$ 4,497,450.18

INVOICES DUE ON/BEFORE 03/05/2013

VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE

SUMMARY OF FUNDS:

GENERAL FUND	239,264.02	4,736,714.20
CAPITAL FUND	11,754.60	
CABLE TV	4,613.46	
TID #2 DISTRICT	56,705.85	
TID #3 DISTRICT	27,462.50	
SOLID WASTE ENTERPRISE	3,635.80	
TOTAL --- ALL FUNDS	343,436.23	4,840,886.41

Perlichter
[Signature]

2/26/13

2/26/13

Common Council
February 19, 2013

A meeting of the Common Council was called to order by Mayor Birmingham at 7:00PM. The Pledge of Allegiance was recited. Roll Call: Ald. Wiegand, Vandertie, Lodl, Wiesner, Stutting, Fett and Schlicht present.

Schlicht/ Vandertie to adopt the agenda. Carried

Stutting/Schlicht to approve bills: General Fund – \$228,237.11, Capital Fund - \$38,017.07, Cable TV - \$100.00 and Solid Waste Enterprise - \$11,639.72 for a grand total of \$277,993.90. Roll Call: all voted Aye. Carried

Schlicht/Fett to approve the consent agenda:

- a. Approval of 1/29/13 special and 2/5/13 regular Common Council minutes.
- b. Approval of the following minutes:
 - (1) Finance/Purchasing & Building Committee – 2/5/13
 - (2) Board of Public Works – 2/5/13
 - (3) Bicycle and Pedestrian Advisory Board – 2/7/13
- c. Place the following reports on file:
 - (1) Fire Department Report – January 2013
- d. Consideration of: Approval of Beverage Operator License.
- e. Consideration of: Approval of Temporary Class B Beer and Temporary Class B Wine licenses.
- f. Consideration of: Amendment to premise section of liquor license.

All voted Aye. Carried

There were no Mayoral Appointments.

Second reading of ordinance to Rezone property located at 742 Jefferson Street from C-2 to C-5 was read by Alderman Wiegand. Motion to approve Wiegand, second Lodl. All voted Aye. Carried

The following Committee Reports were made:

- Personnel Committee - Vandertie
- Parking & Traffic Committee – Schlicht
- Community Protection & Services member – Fett
- Sturgeon Bay Utility Commission – Fett

There were no public comments on non-agenda items.

The Mayor made no comments.

Vandertie/Wiesner to adjourn. Carried. The meeting adjourned at 7:11PM.

Respectfully submitted,


Stephen B. McNeil
City Administrator

STURGEON BAY UTILITIES

Regular Meeting

January 8th, 2013

President Stewart Fett called the regular meeting of the Utilities Commission to order at 12:04 p.m. at the Sturgeon Bay Utilities office. Roll call: President Stewart Fett, Vice-President Gary DeNamur, Secretary Robert Schlicht, Mayor Thad Birmingham and Commissioners Matt Felhofer, Cindy Weber and Dan Wiegand were present. Also present were General Manager James Stawicki, Operations Manager Cliff White, Electric Supervisor Jason Bieri and Recording Secretary Kelly LaLuzerne.

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

DeNamur/Wiegand to approve the minutes of the regular and closed meeting held on December 11th, 2012. Motion carried.

The Commission proceeded to review the bills for December in the amount of \$1,705,334.10. Fett/Schlicht to approve payment of the bills. Motion carried.

The November 2012 financials were presented. Birmingham/Felhofer to accept the financials subject to audit. Motion carried.

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

Next item of business was consideration of ATC voluntary capital call. The contribution of \$6,091 is due on January 31st, 2013. Wiegand/Felhofer to approve the ATC contribution of \$6,091 on January 31st, 2013. Motion carried.

Consideration of revised SBU Personnel Policies and Employee Manual was the next item on the agenda. DeNamur/Weber to approve the revised Personnel Policies and Employee Manual. Motion carried.

Next was consideration of industrial substation transformer bids. Six bids were received for the project with the following results:

<u>Bidder</u>	<u>Amount</u>	<u>Life-Cycle Costs</u>
Compton & Greaves	\$547,800	\$847,820
Delta Star	\$708,122	\$975,186
Niagara	\$697,909	\$1,006,449
Virginia	\$557,604	\$866,312
Waukesha	\$718,979	\$1,018,999
WEG	\$584,955	\$871,015

The life-cycle costs include the purchase price and core and winding losses for a 30 year period. In conversation with SBU's design consultant on the project, the low-bidder is qualified and has a long reputation of supplying quality products. Therefore, Compton & Greaves is the low qualified bidder. However, the plant where the transformer is to be manufactured is only 2 ½ to 3 years old. As such, staff recommends approval of the bid, contingent upon a satisfactory inspection of the facility. A member of staff will accompany the consultant to tour the facility within the next 30 days. Schlicht/Wiegand to approve the authorization to enter into an agreement to purchase a transformer from Compton & Greaves in the amount of \$547,800, contingent upon satisfactory inspection of the facility. Motion carried.

The Operations Report was presented by OM White. Birmingham/Weber to accept the Operations Report for December. Motion carried.

Next were Council member's updates on issues. President Fett noted that the athletic field lighting project is moving along well. Electric Supervisor Bieri also added that the poles are up and they are working on the wiring. This item was for information only.

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

- a. Adjustments for the month
- b. Update on projects
 - 1) Union negotiations

Schlicht/Birmingham to adjourn. Motion carried. The meeting adjourned at 12:40 p.m.

Robert Schlicht
Secretary

Approved for publication:

Stewart Fett
President

James Stawicki
General Manager

Date: _____

Date: _____

JOINT REVIEW BOARD
Monday, February 11, 2013

A meeting of the Joint Review Board was called to order at 2:00 p.m. by Mayor Thad Birmingham in Council Chambers, City Hall, 421 Michigan Street.

Roll call: Members present were City Representative Mayor Thad Birmingham, Sturgeon Bay School Representative Jacob Schulz, and Door County Representative Administrator Maureen Murphy. Excused: NWTC Representative James Blumreich. Also present were Jolena Presti from Vandewalle & Assoc., Brad Viegut from R.W. Baird & Co., Robert Starr, Finance Director/City Treasurer Val Clarizio, City Administrator Steve McNeil, Community Development Director Marty Olejniczak, and Community Development Secretary Cheryl Nault.

Adoption of agenda: Moved by Ms. Murphy, seconded by Mr. Schulz to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Selection of public member.
4. Selection of chairperson.
5. Discussion of: Project plan and boundary for proposed Tax Increment District #4.
6. Discussion of: Amendment to project plan for Tax Increment District #2 regarding removal of territory from TID #2.
7. Next meeting date.
8. Adjourn.

Carried.

Selection of public member: Moved by Ms. Murphy, seconded by Mr. Schulz to select Robert Starr as the public member. All ayes. Carried. Mr. Starr then joined the Board.

Selection of chairperson: Moved by Ms. Murphy, seconded by Mr. Schulz to select Mayor Thad Birmingham as chairperson. All ayes. Carried.

Discussion of: Project plan and boundary for proposed Tax Increment District #4: Mr. Olejniczak explained that the proposed tax increment district will help implement the West Waterfront redevelopment plan to revitalize the west side downtown area. There will be a public hearing and Plan Commission action on February 20th. If successful it would then go to the Common Council to adopt a resolution. If that is successful, it would come back to the Joint Review Board for formal action. The plan is a joint product from Vandewalle & Assoc., City staff, and the financials being prepared by R.W. Baird & Co.

Jolena Presti summarized the project plan and stated the new TIF district is a blighted area TID. The boundary area was selected based upon the most potential for value to be generated in the next 5 years. The project plan identifies all the potential proposed projects, including a brew pub and restaurant, lodging or mixed-used development, and a granary market also called the Door County 4-seasons market. There is also mixed-use residential and adaptive reuse of the property on the corner of Maple St. and Madison Ave. She explained what expenditures would be included in this TIF district and went over the project cost estimates.

Mr. Olejniczak stated that the City has applied for grants and have been successful in obtaining CDBG funds of \$440,000, which will go toward the purchasing of the DC Co-op, as well as other improvements to make the site ready for development. He also discussed other pending grant applications.

Mr. Viegut discussed the financial feasibility study. He went over the projected new incremental value in the TIF district from this development. The total projected value is just over \$17 million dollars. The goal of the TID is to have the district remain self-supporting throughout the life of the district. With the current projections, this TID would remain self-supporting, its revenues support its own expenditures throughout the life of the TIF district, and by 2035 it is anticipated this TID would close.

Mr. Olejniczak added it is the City's intent not to go forward with most of these public expenditures until there is development lined up. There is already a commitment for the brewery/restaurant, as well as an anchor tenant for the Four Seasons Market.

Board members discussed various aspects of the TID, such as the need for development agreements and whether estimates for project costs would change.

Discussion of: Amendment to project plan for Tax Increment District #2 regarding removal of territory from TID #2: Ms. Presti stated that amendment #3 is a territory subtraction. The parcels proposed to be removed from TID #2 are the same parcels included in TID #4.

Mr. Viegut went over the financial feasibility study for TID #2. He stated that they are not adding to the TID. Parcels are being removed, thus reducing value in the TID. The TID is still anticipated to close in the same year despite the loss of the value from the parcels.

Mr. Olejniczak added that if no additional development is added to the TID, it would close in 2027.

Next meeting date: The next meeting date was scheduled for Tuesday, April 2 at 10:30 a.m.

Adjourn: Moved by Mr. Schulz, seconded by Mr. Starr to adjourn. Carried. The meeting adjourned at 2:55 p.m.

Respectfully submitted,



Cheryl Nault

Community Development Secretary

ZONING BOARD OF APPEALS
Monday, February 11, 2013

The City of Sturgeon Bay Zoning Board of Appeals meeting was called to order at 7:00 p.m. by Chairperson William Murrock in Council Chambers, City Hall, 421 Michigan Street.

Roll call: Members William Murrock, Jack Gigstead, James Goodwin, along with Alternate Bill Chaudloir were present. Excused: Member Sandi Larson. Absent: Member Andrew Starr. Also present were Community Development Director Marty Olejniczak and Community Development Secretary Cheryl Nault.

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from September 24, 2012.
4. Public hearing: Variance request from Collin Jeanquart to allow a reduced minimum sq. ft. single-family dwelling to be relocated to an adjoining lot located at 1653 Cove Rd.
5. Consideration of: Variance request from Collin Jeanquart to allow a reduced minimum sq. ft. single-family dwelling to be relocated to an adjoining lot located at 1653 Cove Rd.
- 6.. Adjourn.

Carried.

Approval of minutes from September 24, 2012: Moved by Mr. Goodwin, seconded by Mr. Gigstead to approve the minutes from September 24, 2012. Carried.

Public hearing: Variance request from Collin Jeanquart to allow a reduced minimum sq. ft. single-family dwelling to be relocated to an adjoining lot located at 1653 Cove Rd: Chairperson Murrock opened the public hearing at 7:05 p.m.

Collin Jeanquart, 1541 Tacoma Beach Road, stated he would like to relocate an existing 772 sq. ft. log home located at 1647 Cove Road, approximately 100 feet to an adjoining vacant lot located at 1653 Cove Road. It currently sits on a gravel floor crawl space. The new location would have a concrete floor crawl space. The existing overhang for the patio will also be relocated, but not the existing garage. The log home is not insulated and will not be rented out. It is only for family use.

Acting Secretary Goodwin read three letters of correspondence in favor of the variance.

Mr. Olejniczak explained that the dwelling is an existing non-conforming use due to the size of the dwelling. In the R-1 district, the minimum area is 1400 sq. ft. for a dwelling. There is a mixture of large homes and smaller cottages in the area. The proposed location would conform to the setbacks and other zoning criteria, but not the minimum floor area. The log home will meet the flood plain requirements at the new location. This would also open up the existing larger lot for a new home.

Mr. Jeanquart added that the garage will be taken down. He has already obtained a sanitary sewer permit and will be drilling a new well.

The public hearing was declared closed at 7:23 p.m.

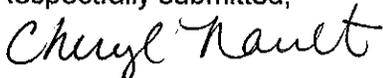
Consideration of: Variance request from Collin Jeanquart to allow a reduced minimum sq. ft. single-family dwelling to be relocated to an adjoining lot located at 1653 Cove Rd: Board members discussed the variance request. Moved by Mr. Goodwin, seconded by Mr. Gigstead to grant the variance for the following reasons:

1. The log dwelling is potentially a historic building.
2. The lot is an odd, pie-shaped vacant lot that would be difficult to build a 1400 sq. ft. dwelling on the property.
3. The relocation of the log dwelling would comply with setbacks and floodplain requirements.
4. The neighborhood clearly is in support of the variance.

Roll call vote: All ayes. Carried.

Adjourn: Moved by Mr. Chaudoir, seconded by Mr. Gigstead to adjourn. Carried. Meeting adjourned at 7:27 p.m.

Respectfully submitted,



Cheryl Nault
Community Development Secretary

FINANCE/PURCHASING & BUILDING COMMITTEE
February 12, 2013

A meeting of the Finance/Purchasing & Building Committee was called to order at 7:07 p.m. by Chairperson Stutting in Council Chambers, City Hall. Roll call: Alderperson Stutting, Alderperson Wiegand and Alderperson Schlicht were present. Also present: Alderperson Fett, Alderperson Lodl, Alderperson Vandertie, Finance Director/City Treasurer Clarizio, Sturgeon Bay Utilities General Manager Jim Stawicki, and Office/Accounting Assistant II Flinn.

Moved by Alderperson Schlicht, seconded by Alderperson Wiegand to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Debt Issuance for Athletic Field Lighting.
4. Consideration of: Transfer of Funds re: City Website redesign.
5. Review of unfinished business list.
6. Review bills.
7. Adjourn.

Carried.

The first item discussed was Debt Issuance for Athletic Field Lighting. Finance Director/City Treasurer Clarizio stated that the City has been pre-approved through WPPI Energy for the athletic field lighting for 10 years with 0% interest, with a 1% loan origination fee. Sturgeon Bay Utilities General Manager Jim Stawicki stated that the origination fee is in lieu of interest. Moved by Alderperson Wiegand, seconded by Alderperson Schlicht to approve and forward to the Common Council the borrowing resolution authorizing the Mayor and City Clerk to make application for a loan with WPPI Energy in an amount up to \$298,612.00 with an interest rate of 0%, a payback period of 10 years, and a 1% loan origination fee for the purpose of financing the City's athletic field lighting project. Carried.

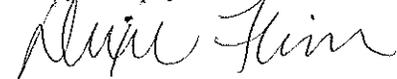
Transfer of Funds Re: City Website Redesign was the next item discussed. Finance Director/City Treasurer Clarizio stated that this was part of the reorganizational proposal presented to the Personnel Committee on February 7, 2013. Staff proposed to upgrade the City's website. Moved by Alderperson Wiegand, seconded by Alderperson Schlicht to recommend to the Common Council to transfer funds in the amount of \$6,280.00 from the Contingency budget line 01-199-000-58950 to Website line item, 01-199-000-51100. Ms. Clarizio stated that \$2,000.00 was budgeted for the website line item which is generally budgeted for maintenance and different expenses through the year. Alderperson Stutting added that there are 2 local companies that were contacted and had submitted quotes. Alderperson Lodl commented that generally there is a RFP sent out so more than just two companies are allowed to bid. A vote was taken on the motion. Carried.

The Committee reviewed the unfinished business list.

Moved by Alderperson Wiegand, seconded by Alderperson Schlicht to accept the bills as presented and forward to the Common Council for payment. Carried.

Moved by Alderperson Schlicht seconded by Alderperson Stutting to adjourn. Carried.
The meeting adjourned at 7:20 p.m.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Dixie Flinn".

Dixie Flinn

Office/Accounting Assistant II

CABLE COMMUNICATION SYSTEM ADVISORY COUNCIL
February 14, 2013

A meeting of the Cable Communication System Advisory Council was called to order at 4:00 p.m. by Chairperson Fett in Council Chambers, City Hall. Roll call: Members Fett, Clinkenbeard, Schmeling, Allmann and Stutting were present. Members Weber and Emery were excused. Also present: Alderperson Schlicht, Jason Mann of Mann Communications, LLC, City Clerk Reinhardt and Office/Accounting Assistant I Spittlemeister.

Moved by Ms. Allmann, seconded by Mr. Clinkenbeard to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Discussion of: Sturgeon Bay PEG Channel Programming.
4. Adjourn.

Carried.

Discussion of: Sturgeon Bay PEG Channel Programming:

Jason Mann of Mann Communications, LLC distributed a list of programs that currently play on each channel.

Channel 95 – Tourism channel has four hours of individual programs that run daily and repeat 6 times each day. A few of the programs are “A Rich Life”, “Door County Fishing”, and “Door County Maritime Museum Speaker Series”. In between scheduled programs each channel goes to a virtual channel that plays the current weather, sports and news. The virtual channel also has slides created specific to each channel.

Channel 96 – Community channel has the church services running Sunday to Tuesday, rotating every four hours. The rest of the week has two hours of programming and consists of other programs, such as parades and Classic TV. Some of these programs are obtained from PEG Media and Archive.org.

Channel 97 - Government Channel, runs all of the Common Council meetings, Board of Public Works, City Plan Commission, Door County Board of Supervisors and League of Women Voters Candidate Forums. This channel has 4-5 hours of programming that repeats 3 times daily.

Channel 98 – School channel for the School District of Sturgeon Bay. This channel also has 4-5 hours of programming which repeats 3 times daily. This channel consists of Sturgeon Bay School Board meetings, concerts and programming directed towards children.

Since Channel 98 is dedicated to the School District of Sturgeon Bay, Mr. Stutting is opposed to having programming on this channel from other school districts, such as Sevastopol and Southern Door. He suggested programs from other school districts be put on the Community channel. However, he is not opposed for the parochial schools within city limits to submit their programming to be displayed on this channel.

A list of events to satisfy the Mann’s contract for each channel was also reviewed. Mr. Mann stated that they continually look for new programming to put on the PEG channels. If someone submits a program that fits the criteria, they will put it on one of the PEG channels.

Mr. Fett would like the committee members to come back next month with programming ideas for each channel. He would also like to discuss sponsorship and advertising at the next meeting.

Moved by Ms. Allmann, seconded by Mr. Clinkenbeard to adjourn. Carried. The meeting adjourned at 4:35 p.m.

Respectfully submitted,



Laurie Spittlemeister
Office/Accounting Assistant I

**COMMUNITY PROTECTION & SERVICES COMMITTEE
February 14, 2013**

A meeting of the Community Protection & Services Committee was called to order at 4:38 p.m. by Chairperson Fett in Council Chambers, City Hall. Roll call: Members Fett and Schlicht were present. Member Wiesner arrived at 4:45 p.m. Also present: Jason Mann of Mann Communications, LLC, City Clerk Reinhardt, Police Captain Brinkman and Office/Accounting Assistant I Spittlemeister.

Moved by Mr. Schlicht, seconded by Mr. Fett to adopt the following agenda:

- 1. Roll call.
- 2. Adoption of agenda.
- 3. Consideration of: Section 9.04 of the Municipal Code – Hunting Permit.
- 4. Consideration of: Create 10.065 of the Municipal Code – Misuse of 911 Emergency Telephone Number Prohibited.
- 5. Review of Bills.
- 6. Unfinished business list.
- 7. Adjourn.

Carried.

Consideration of: Section 9.04 of the Municipal Code – Hunting Permit:

City Clerk Reinhardt explained that Alderperson Vandertie asked for this to be on the Community Protection & Services Committee agenda at the request from Door County Land Trust. The current ordinance states that once approved, the hunting permit is valid for 90 days. The purpose of having individuals apply for the permit is so that residences in the surrounding areas are aware of hunting on a parcel and remain safe. The Clerk's office does not have any issues changing the permit to last the duration of the hunting season applied for.

Captain Brinkman stated that in some cases, the hunting season that is being applied for is longer than the 90 days, such as the bow season for deer. Currently, the permit cuts off 5 weeks of the season.

Moved by Mr. Fett, seconded by Mr. Schlicht to recommend to Common Council to repeal and recreate Section 9.04 of the City of Sturgeon Bay Municipal Code to read as follows:

9.04 Hunting Permit

Property owners or their authorized agents requesting to have hunting allowed on their property within the city must do so through the city by completing an application form and submitting it to the city clerk with a nonrefundable application fee in an amount set by the common council. Applications must be submitted at least 15 days prior to the date or dates of the requested hunting permit. Obtained permits shall only be valid for ~~90 consecutive days~~ **the duration of the specific hunting season in which applying for**. Hunting shall only be allowed for nuisance animals or birds determined to be having a negative economic impact upon property.

Carried.

Consideration of: Create 10.065 of the Municipal Code – Misuse of 911 Emergency Telephone Number Prohibited:

Captain Brinkman explained that once in a while individuals will call the 911 Com Center for non-emergencies. Instances are rare and occur about once a month. The language for the proposed ordinance was taken from the City of Green Bay with the penalty language from the City Attorney.

Mr. Wiesner entered the meeting.

Captain Brinkman stated that the creation of this ordinance is for the chronic user/abuser of the 911 system. Dispatch will notify police of someone calling multiple times. The Police Department will decide if charges will be press.

Moved by Mr. Schlicht, seconded by Mr. Wiesner to recommend to Common Council to create Section 10.065 of the City of Sturgeon Bay Municipal Code to read as follows:

10.065 Misuse of 911 Emergency Telephone Number Prohibited.

No person shall, within the City:

- (1) Use the 911 Emergency Telephone number for regular non-emergency calls.
- (2) Use the 911 Emergency Telephone number to report an emergency, knowing that the fact or situation reported does not exist.
- (3) Penalty for violation. Any person convicted of violating any provisions of Section 10.065 or any subsection thereof shall forfeit \$200 for a first offense and \$300 for the second and each subsequent violation, plus court costs.

Carried.

Review of Bills:

Moved by Mr. Fett, seconded by Mr. Schlicht to approve the invoices submitted for payment as of February 14, 2013, in the amount of \$223.46. Carried.

The unfinished business list was reviewed.

Moved by Mr. Schlicht, seconded by Mr. Wiesner to adjourn. Carried. The meeting adjourned at 4:51 p.m.

Respectfully submitted,



Laurie Spittlemeister
Office/Accounting Assistant I

CITY PLAN COMMISSION
Wednesday, February 20, 2013

A meeting of the City Plan Commission was called to order at 7:00 p.m. by Acting Chairperson John Lodi in Council Chambers, City Hall, 421 Michigan Street.

Roll call: Members Mike Gilson, Steve Parent, Jeff Norland, and John Lodi were present. Excused: Members Dan Wiegand, Dennis Statz, and Laurel Brooks. Also present were City Administrator Steve McNeil, City Engineer Tony Depies, Community Development Director Marty Olejniczak, and Community Development Secretary Cheryl Nault.

Adoption of agenda: Moved by Mr. Gilson, seconded by Mr. Norland to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from January 16, 2013.
4. Public comment on non-agenda items.
5. Official zoning classification for recently annexed property located on N. Columbia Avenue: (Proposed to be R-1)
 - Presentation
 - Public hearing
 - Consideration of
6. Amendment to Tax Increment District #2 (Removal of Territory):
 - Presentation regarding proposed removal of territory and amended project plan
 - Public hearing
 - Consideration of removal of territory and amended project plan
7. Creation of Tax Increment District #4 (West Waterfront Redevelopment):
 - Presentation regarding proposed boundaries and project plan
 - Public hearing
 - Consideration of boundaries and project plan
8. Consideration of: Improvement plans for Marina View Subdivision.
9. Adjourn.

Carried.

Approval of minutes from January 16, 2013: Moved by Mr. Norland, seconded by Mr. Parent to approve the minutes from January 16, 2013. Carried.

Public comment on non-agenda items: No one spoke during public comment.

Official zoning classification for recently annexed property located on N. Columbia Avenue: (Proposed to be R-1)

Presentation: Mr. Olejniczak stated that this property was recently annexed under the R-1 temporary zoning classification. It is a vacant lot with the intent to build a single-family dwelling. A public hearing and recommendation to Council, along with Council's approval must take place in order for the official zoning to become effective.

Public hearing: Acting Chairperson Lodi opened the public hearing at 7:03 p.m. No one spoke during the hearing. There was no written correspondence. The public hearing was declared closed at 7:04 p.m.

Consideration of: After a short discussion, it was moved by Mr. Gilson, seconded by Mr. Norland to recommend to Council R-1 as the official zoning classification for the recently annexed property located on N. Columbia Avenue. All ayes. Carried.

Amendment to Tax Increment District #2 (Removal of Territory): Presentation regarding proposed removal of territory and amended project plan: Mr. Olejniczak stated that this amendment relates to the implementation of the West Waterfront redevelopment plan. The amendment would remove six parcels from TID #2 and then be put into a newly created TID #4. Tax increment financing is an economic development tool that municipalities have whereby future tax revenues from new development is used to pay back public costs to spur that development, such as infrastructure costs, land purchase, demolition, etc.

Jolena Presti of Vandewalle & Assoc. presented the details of the TID #2 amendment.

Brad Viegut of Robert Baird & Co. explained the financial feasibility analysis for TID #2. The projection shows the TID closing in 2027 even with the removal of the six parcels.

Ms. Presti stated that parcels chosen are areas where they see redevelopment occurring in the near future. These parcels need to be removed in order to put them in the proposed TID #4.

Mr. Olejniczak stated that when the City made TID #2 distressed, it precluded adding additional projects to that TID. He added that the tax increment law was changed a few years ago and now allows project costs outside the boundary within a half mile. This could benefit other nearby parcels outside the proposed TID #4.

Public hearing: Acting Chairperson Lodl opened the public hearing at 7:20 p.m. No one spoke during the hearing. There was no written correspondence. The public hearing was declared closed at 7:21 p.m.

Consideration of removal of territory and amended project plan: A short discussion was held. Moved by Mr. Norland, seconded by Mr. Gilson to recommend to Council adoption of the resolution approving the amended boundaries and territory subtraction of Tax Increment District #2 and approving the amended project plan for Tax Increment District No. 2. All ayes. Carried.

Creation of Tax Increment District #4 (West Waterfront Redevelopment): Presentation regarding proposed boundaries and project plan: Mr. Olejniczak explained that this is a project plan for a new tax increment district. By removing the area from TID #2 a new district can be created. This relates directly to the West Waterfront Redevelopment implementation.

Ms. Presti described the project plan. She gave an idea of what is trying to be accomplished and why this TIF district should be in place. They are trying to create a unique waterfront destination for all of Door County. She went over project costs estimates. The City has been successful in obtaining grants to help offset potential costs in the TIF district.

Mr. Viegut explained the economic feasibility analysis for TID #4. The total projections for new construction value would equal \$15,664,000. The plan shows the TIF remains self-supporting over its life.

Mr. Olejniczak added that putting items in the project plan doesn't force the City to actually implement them. Some of the items listed as expenditures may not be necessary. Grants were not included in the performa that were not already approved. There are two grants that the City has been recommended for, but have not been finalized. Other grant opportunities should be available in the future. He anticipates development agreements in place knowing construction will occur prior to the City spending significant funds.

Mr. Viegut explained the benefit of a TID. The TIF district is collecting the tax revenues from new development for all of the taxing entities until the TIF closes, including the City, County, School District, and NWTC.

Mr. Olejniczak pointed out that the tax increment revenue is being used to finance public improvements. He added that boundaries can be amended if it would benefit the TIF district. Also, the project plan needs approval from the Plan Commission, Council, Joint Review Board, as well as the City Attorney.

Public hearing: Acting Chairperson Lodi opened the public hearing at 7:55 p.m. No one spoke during the hearing. There was no written correspondence. The public hearing was declared closed at 7:56 p.m.

Consideration of boundaries and project plan: After a short discussion, it was moved by Mr. Norland, seconded by Mr. Parent to recommend to Council adoption of the resolution approving the boundaries of Tax Increment District #4 and project plan for Tax Increment District #4. All ayes. Carried.

Consideration of: Improvement plans for Marina View Subdivision: Mr. Olejniczak stated that the preliminary plat had previously been approved by Plan Commission and Council. This property includes the land between the end of Thorn Street and the marina, as well as north of Nautical Drive. Eight lots are proposed. The Plan Commission needs to consider the improvement plans.

Tim Wittman of Davel Engineering prepared the proposed plans for the use of grass swales and terrace as opposed to curb and gutter. The principal benefit to that in regard to stormwater is that the soil can absorb a fair amount of water and the best way to reduce pollutants and surface runoff is to try and get that water to soak into the ground.

Mr. Olejniczak stated that the improvement plans appear to meet the various suggestions and conditions placed on the preliminary plat.

Mr. Depies stated that if approved the City would use the same street cross section to reconstruct Thorn St. from Oxford Avenue to the boundary of this subdivision. He explained bio-retention basins. He felt it is a very well designed plan.

A pedestrian easement was also discussed. Mr. Olejniczak stated that Marina View was willing to grant an easement along the east edge of the property. A pedestrian easement was a requirement of the preliminary plat approval.

Staff recommended approval of the improvement plans, subject to the following conditions:

1. Provide easements for the storm sewers that cross the adjoining marina parcel.

2. Biofilters #2 and #3 and the 24" storm sewer shall be installed at the time of the other improvements in the subdivision rather than upon development by the future lot owner.
3. Verify that the drainage swale and storm inlet between Lots 3 and 4 can handle the 10-year storm event.
4. Approval by the Wisconsin DNR of the drainage/erosion control plan for the subdivision.
5. The final plat shall include all necessary easements for the utilities serving the subdivision and shall include provision for the long-term maintenance of the stormwater management system through private covenants, dedications to the City, or other means, subject to approval by the Common Council.
6. Upon construction of the street and utility improvements, the proposed lots shall be rough-graded and grass lawn established. Any stockpiles of stone or soil shall be in locations approved by the Plan Commission.

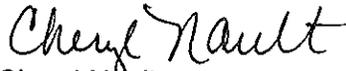
Mr. Olejniczak stated that it was unclear if the City would become responsible for the long-term maintenance of the stormwater system for the runoff from the road. In most cases, after the development is complete, the City would take over the maintenance. There is an option for the future lot owners to handle that through covenants or other means upon the City's approval.

Mr. Depies added that the City will maintain the Thorn St. right-of-way. When the water leaves the right-of-way it becomes the property owner's responsibility to maintain as proposed.

After further discussion, it was moved by Mr. Gilson, seconded by Mr. Norland to recommend to Council approval of the improvement plans for Marina View Subdivision subject to staff's six conditions. All ayes. Carried.

Adjourn: Moved by Mr. Gilson, seconded by Mr. Lodi to adjourn. Carried. Meeting adjourned at 8:19 p.m.

Respectfully submitted,



Cheryl Nault

Community Development Secretary

BOARD OF CANVASSERS
February 25, 2013

A meeting of the Board of Canvassers was called to order at 9:00 a.m. by Chairperson Reinhardt in Council Chambers, City Hall. Roll call: Members Clarizio and Reinhardt were present.

A motion was made by Clarizio/Reinhardt to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Canvass for the purpose of counting any outstanding absentees from February 19 2013 Election.
4. Adjourn.

Carried.

It was noted that there were outstanding absentees that were returned by the deadline of 4 p.m. on the Friday following the election with a postmark by Election Day. The six outstanding absentees were processed and tallied.

A motion was made by Clarizio/Reinhardt to adjourn. Carried. The meeting adjourned at 9:11 a.m.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk



STURGEON BAY POLICE DEPARTMENT



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

To: The Honorable Mayor
 Members of the Common Council
 Members of the Police and Fire Commission
 City Administrator Steve McNeil
 Officers of the Sturgeon Bay Police Department
 Media

From: Captain Daniel J. Brinkman

Subject: Monthly Report for January, 2013

Date: February 14, 2013

The following is a summary of the Police Department's activities for the month of January. The activities included are crimes investigated, police service calls handled by department members, arrests completed, traffic accidents investigated, miles traveled, fuel consumed, training completed, and public education provided by department members.

Crimes Investigated

The Department, during the month, investigated a total of 59 crimes.

These crimes can be broken down and classified as follows.

Theft.....	09
Criminal Damage to Property.....	06
Disorderly Conduct.....	14
Bail Jump.....	05
Sexual Assault Child.....	01
Harassment.....	04
Battery.....	02
Fraud.....	06
Violate Court Order.....	02
Death Investigation.....	01
Burglary.....	02
Physical Abuse of Child.....	02
Possess Marijuana.....	01
Resist Arrest.....	01
Obstruct Police.....	02
Possess Drug Paraphernalia.....	01
TOTAL	59

The above crimes resulted in the loss of \$2,371 to the community, of which \$48 has been recovered.

Arrests

The Department completed a total of 129 arrests during the month. These arrests encompass violations from traffic to felony, and are listed below by type of violations and number of arrests for each category.

A. Felony Crime Arrest

Second Degree Sexual Assault of Child.....	01
Burglary.....	01
Bail Jump.....	01
TOTAL	03

Warrant Arrests.....00

B. Misdemeanor Crime Arrests

Disorderly Conduct.....	08
Battery.....	02
Bail Jump.....	03
Violate Court Order.....	01
Possess Drug Paraphernalia.....	01
Possess Marijuana.....	01
Resist Arrest.....	01
Theft.....	01
TOTAL	18

Wisconsin Probation & Parole Violation Arrests.....14

Warrant Arrests.....00
TOTAL 14

C. Ordinance Violation Arrests

Underage Drinking.....	01
Possession of Marijuana.....	01
Possession of Drug Paraphernalia.....	01
Retail Theft.....	03
Disorderly Conduct.....	03
Truancy.....	06
Trespass to Land.....	02
Obstruct Officer.....	02
Defraud Taxi.....	01
Urinate in Public.....	01
Sell Alcohol without Permit.....	01
TOTAL	22

D. Traffic Crime Arrests

Operating after Driver's License was Revoked.....	07
Fail to Install Ignition Interlock Device.....	01
Operate While Intoxicated (2 nd or more).....	02
No Driver's License (2 nd or more).....	01
TOTAL	11

E. Traffic Violation Arrests

Operating a Motor Vehicle While Intoxicated.....	05
Speeding Violation.....	12
Motor Vehicle Registration Violation.....	05

Failure to Obey a Traffic Sign or Signal.....	07
Operating While Driver's License Suspended.....	06
No Driver's License.....	02
Fail to Yield.....	01
Driving too Fast for Conditions.....	02
Seat Belt Violation.....	03
Miscellaneous Moving Traffic Violations.....	16
	TOTAL 59

In addition to the preceding arrests, the Department conducted a total of 319 traffic stops during the month and logged 105 violations for various motor vehicle defects and local ordinances and issued 91 written warnings for those violations. A total of 40 parking tickets were issued for parking violations throughout the city.

Traffic Accidents

The Department, during the month, investigated a total of 12 vehicle accidents. These investigations are categorized into four types, which are described below.

A. Motor Vehicle Accidents Involving Fatalities.....	00
B. Motor Vehicle Accidents Involving Injuries.....	01
C. Motor Vehicle Accidents Involving Property Damage..... (greater than \$1,000.00)	10
D. Motor Vehicle Accidents Involving Property Damage..... less than \$1,000.00)	01
	TOTAL 12

Police Service Calls

Department members handled 405 service calls during the month. These calls consist of both citizen requests for police service as described below, crimes investigated, traffic accidents investigated and service needs initiated by officers on patrol.

A. Traffic and Road Incidents.....	47
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This category consists of all assignments involving assists to motorists in distress, directing traffic, complaints of noisy or otherwise disorderly vehicles, removing debris from roadways, and all parking problem complaints.

B. Noise Complaints.....	09
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These complaints involve private parties, licensed liquor establishments, and parties in public places.

C. Sick and Injured Persons.....	18
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Assistance rendered to the Ambulance Service and sick or injured persons. (Of these calls 02 required the commitment of citizens to a Mental Health Facility for mental or substance abuse problems.)

D. Alarms.....	19
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Officers responded to activated burglar and hold-up alarms at area banks and other business establishments and residences as well as fire alarms.

E.	Complaints Involving Animals.....	08
	Investigation by officers of noisy animals, loose animals, animal bites, wild animals, and sick, injured or dead animal complaints.	
F.	Civil Disputes.....	05
	Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.	
G.	Escorts.....	07
	Transporting citizens, money escorts for area financial institutions, funerals, and for area industry.	
H.	Civil Assistance Rendered.....	15
	This category is broad and involves such services as auto and home lockouts, emergency notifications, attempts to locate people, retrieve personal property, and registration assistance.	
I.	Assistance Rendered to Other Agencies.....	05
	Includes assistance to other law enforcement and government agencies.	
J.	Suspicious Person.....	09
	Involves both citizen complaints and observations by officers on patrol who took investigative action in regard to the suspicious behavior of other people.	
K.	Suspicious Motor Vehicles.....	13
	Complaints of occupied, unoccupied, abandoned, and junked motor vehicles.	
L.	Liquor Establishments.....	2
	Complaints of problems with patrons.	
M.	Fights or Brawls.....	04
	Complaints of persons fighting where no criminal arrests were made.	
N.	Self-Initiated Field Activity.....	72
	All initiated activity by the officer to include, but not limited to, routine security checks of area industries, businesses, city parks, residences, and compliance checks of local liquor establishments.	
O.	Juvenile Problems.....	08
	Requests for police service that strictly involve property calls and all unfounded calls for police service. The calls vary from mischief to family problems to runaway situations.	

P	Miscellaneous Incidents.....	71
	Includes arrest warrants served, recovered property calls, and all unfounded calls for police service. This category includes unfounded 9-1-1 calls investigated by Department members during the month.	
Q.	Welfare Checks.....	19
	Includes calls to check on the well being of a person who has not been heard from or seen for a period of time by family, friends, neighbors, or employers.	
R.	Gas Drive Off.....	03
	Routine non-theft investigations where a motorist drove away without paying for their gas. Typically involves a driver error, store employee error or credit card reader error.	
		TOTAL 334

Department Mileage and Fuel Consumption

Department members patrolled a total of 15,474 miles with department vehicles, consuming 1,506 gallons of fuel. The fleet averaged 10.3 miles per gallon of fuel during the month.

Department Training

January typically begins the department’s busy training schedule. This month, 80 hours of training were completed in many different categories of law enforcement, 44 of those hours were at no cost to the department. Officers Steve South and Chad Mielke provided training to 6 members of the Lakeshore Police Explorers, Post 9368.

Public Education

Officer Shawn Mogen gave a tour of the police department to approximately 10 Boy Scouts from Door County. The Scouts also received a tour of the fire department. The entire tour along with a Q&A session lasted approximately 60 minutes.

Additional Information

In 2012, officers arrested 102 drivers for Operating While Intoxicated / Impaired by Drugs / Absolute Sobriety. Below is a breakdown of the arrests and the average BAC (Blood Alcohol Content) of the 90 OWI arrests.

- 11 were arrested for Operating While Impaired by Drugs.
- 01 was arrested for Violation of Absolute Sobriety.
- 90 were arrested for Operating While Intoxicated. The average BAC was .188 %.

Respectfully submitted,

Captain Daniel J. Brinkman

6d.

6d.

BEVERAGE OPERATOR LICENSE

1. Marical, Milhala K.
2. Rick, Suzanne I.
3. Svoboda, Brittany S.
4. Tlachac, Chelsea L.
5. Willming, Marianne I.

6e.

6e.

TEMPORARY CLASS B BEER LICENSE

Corpus Christi Parish
Agent: Steve LaLuzerne
25 North Elgin Avenue
Sturgeon Bay, WI 54235
March 16, 2013

**CITY OF STURGEON BAY
STREET CLOSURE APPLICATION**

Name of applicant: Sturgeon Bay Visitor Center
 Name of event: Harvest Festival & Street Art Auction
 Contact Phone Number: 920.743.6246
 Date(s) of event: Saturday September 21st, 2013 Time: 7:00am - Midnight
 Estimated # of Attendees: 1500 people
 Specific Location: Third Avenue: Nebraska to Michigan (Michigan remains open)
Third Avenue from Michigan to Jefferson
Jefferson Street: 3rd to 4th

- Attach map of requested street closure area including barricade location, tent/booth location, or any street obstruction. This map must be in final form.
- Attach certificate of insurance with the City listed as additional insured. Limits as follows: Commercial General Liability - \$1,000,000 each occurrence limit; Fire Damage limit \$50,000 any one fire; Medical Expense Limit - \$5,000 any one person; and Workers Compensation - as required by the State of Wisconsin.
- Temporary Beer/Wine license has been applied for, approximately four weeks prior to the event date, by a qualified organization and fee paid. (if applicable)
- Hold Harmless Agreement has been signed by Officer(s) of Event/Organization.
- Agreement for Reimbursement of Expenses has been signed by Officer(s) of Event/Organization.

What arrangements have been made for clean up? Contract with City Streets Dept.

Other explanations: _____

Signature of Responsible Party: Amy Lynn DeMeter Promotions Coordinator

Address: 36 S. Third Ave Sturgeon Bay, WI 54235

Date Submitted: 01.07.2013

Approval:

Fire Chief	By: <u>[Signature]</u>	Date: <u>2/4/13</u>
Police Chief	By: <u>[Signature]</u>	Date: <u>2-7-13</u>
Comm. Development	By: <u>[Signature]</u>	Date: <u>2-11-13</u>
Streets/Parks	By: <u>[Signature]</u>	Date: <u>2-12-13</u>
City Clerk	By: <u>Stephanie J. Reinhardt</u>	Date: <u>2/14/2013</u>
Finance Director	By: <u>Valerie Clarys</u>	Date: <u>2/13/13</u>
City Engineer	By: <u>Tom [Signature]</u>	Date: <u>2/12/13</u>
City Administrator	By: <u>A. Blumhail</u>	Date: <u>2/18/13</u>

Common Council: Date of Meeting: _____

CITY OF STURGEON BAY
STREET CLOSURE APPLICATION

Name of applicant: Sturgeon Bay Visitor Center
Name of event: Christmas By The Bay Parade
Contact Phone Number: 920.743.6246
Date(s) of event: Saturday November 16th, 2013 Time: 10:00am – 11:00am
Estimated # of Attendees: 500-800 people
Specific Location: Sawyer Park to Oak Street to Madison Ave across Oregon
Street Bridge to Third Avenue to Jefferson to 6th Avenue

- Attach map of requested street closure area including barricade location, tent/booth location, or any street obstruction. This map must be in final form.
- Attach certificate of insurance with the City listed as additional insured. Limits as follows: Commercial General Liability - \$1,000,000 each occurrence limit; Fire Damage limit \$50,000 any one fire; Medical Expense Limit - \$5,000 any one person; and Workers Compensation – as required by the State of Wisconsin.
- ~~NA~~ Temporary Beer/Wine license has been applied for, approximately four weeks prior to the event date, by a qualified organization and fee paid. (if applicable)
- Hold Harmless Agreement has been signed by Officer(s) of Event/Organization.
- Agreement for Reimbursement of Expenses has been signed by Officer(s) of Event/Organization.

What arrangements have been made for clean up? Contract with City Streets Dept.

Other explanations: _____

Signature of Responsible Party: Amy Lynn DeMeter Promotions Coordinator

Address: 36 S. Third Ave Sturgeon Bay, WI 54235

Date Submitted: 12.10.2012

Approval:

Fire Chief	By: <u>[Signature]</u>	Date: <u>2/4/13</u>
Police Chief	By: <u>[Signature]</u>	Date: <u>2-7-13</u>
Comm. Development	By: <u>[Signature]</u>	Date: <u>2-11-13</u>
Streets/Parks	By: <u>[Signature]</u>	Date: <u>2-12-13</u>
City Clerk	By: <u>Stephanie J. Reinhardt</u>	Date: <u>2/13/2013</u>
Finance Director	By: <u>Dalene Clapp</u>	Date: <u>2/13/13</u>
City Engineer	By: <u>[Signature]</u>	Date: <u>2/13/13</u>
City Administrator	By: <u>[Signature]</u>	Date: <u>2/13/13</u>

Common Council: _____ Date of Meeting: _____

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to transfer funds in the amount of \$6,280.00 from the Contingency budget line 01-199-000-58950 to Website line item, 01-199-000-51100.

Respectfully submitted,
FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Joseph Stutting, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 12, 2013

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2013.

EXECUTIVE SUMMARY

TITLE: Transfer of Funds re: City Website Redesign

BACKGROUND: As part of the reorganization proposal presented to the Personnel Committee on February 7, 2013, staff proposed to upgrade the City's Website. The proposed upgrade includes, but is not limited, to the following:

- Custom design of a maximum of 50 pages
- Include video/audio clips
- Include various city applications/forms
- Accept online payments
- Future integration of social media
- Goggle Analytics set-up for tracking purposes

In order to complete the website upgrade a transfer of funds is needed in the amount of \$6,280.00.

Per the direction of the Personnel Committee, you are considering this transfer of funds request to upgrade the City's website at this time.

FISCAL IMPACT: \$6,280.00

- OPTIONS:
- 1) Approve a fund transfer in the amount of \$6,280.00 from the Contingency budget line item, 01-199-000-58950 to Website line item, 01-199-000-51100.
 - 2) Deny the fund transfer request in the amount of \$6,280.00 from the Contingency budget line item, 01-199-000-58950 to Website line item, 01-199-000-51100.

RECOMMENDATION: Choose one of the aforementioned options detailed above.

PREPARED BY: Valerie J. Clarizio 2/8/13
Valerie J. Clarizio Date
Finance Director/City Treasurer

REVIEWED BY: Stephanie L. Reinhardt 2/8/13
Stephanie L. Reinhardt Date
City Clerk

APPROVED BY: Stephen McNeil 2/8/13
Stephen McNeil Date
City Administrator

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend to create Section 10.065 of the City of Sturgeon Bay Municipal Code to read as follows:

10.065 Misuse of 911 Emergency Telephone Number Prohibited.

No person shall, within the City:

- (1) Use the 911 Emergency Telephone number for regular non-emergency calls.
- (2) Use the 911 Emergency Telephone number to report an emergency, knowing that the fact or situation reported does not exist.
- (3) Penalty for violation. Any person convicted of violating any provisions of Section 10.065 or any subsection thereof shall forfeit \$200 for a first offense and \$300 for the second and each subsequent violation, plus court costs.

Respectfully submitted,
COMMUNITY PROTECTION AND SERVICES COMMITTEE
By: Stewart Fett, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 14, 2013.

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2013.

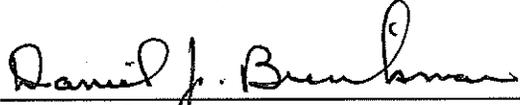
EXECUTIVE SUMMARY

TITLE: Create Municipal Ordinance 10.065 – Misuse off 911 Emergency Telephone Number Prohibited.

BACKGROUND: The misuse of the 911 Emergency System has become more and more prevalent. Currently there is nothing in place to discourage its misuse. This ordinance will give law enforcement the means to cite those individuals who blatantly abuse the 911 system.

FISCAL IMPACT: None

RECOMMENDATION: To create Municipal Ordinance 10.065. Please see attached.

PREPARED BY: 
Daniel J. Brinkman

APPROVED BY: 
Steve McNeil, City Administrator

DATE: January 23, 2013

ORDINANCE NO. _____

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

SECTION 1: Section 10.065 of the Municipal Code of the City of Sturgeon Bay, Wisconsin is hereby created to read as follows:

10.065 Misuse of 911 Emergency Telephone Number Prohibited.
No person shall, within the City:

- (1) Use the 911 Emergency Telephone number for regular non-emergency calls.
- (2) Use the 911 Emergency Telephone number to report an emergency, knowing that the fact or situation reported does not exist.
- (3) Penalty for violation. Any person convicted of violating any provisions of Section 10.065 or any subsection thereof shall forfeit \$200 for a first offense and \$300 for the second and each subsequent violation, plus court costs.

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

Approved:

Thad Birmingham, Mayor

Attest:

Stephanie L. Reinhardt, City Clerk

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend to repeal and recreate Section 9.04 of the City of Sturgeon Bay Municipal Code to read as follows:

9.04 Hunting Permit

Property owners or their authorized agents requesting to have hunting allowed on their property within the city must do so through the city by completing an application form and submitting it to the city clerk with a nonrefundable application fee in an amount set by the common council. Applications must be submitted at least 15 days prior to the date or dates of the requested hunting permit. Obtained permits shall only be valid for ~~90 consecutive days~~ **the duration of the specific hunting season in which applying for**. Hunting shall only be allowed for nuisance animals or birds determined to be having a negative economic impact upon property.

Respectfully submitted,
COMMUNITY PROTECTION AND SERVICES COMMITTEE
By: Stewart Fett, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 14, 2013.

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2013.

(4) *Penalty.* Except as otherwise provided, any person who shall violate any provision of this chapter shall be subject to a penalty as provided in section 25.04 of this Municipal Code. Each day a violation remains in existence shall constitute a separate violation.
(Ord. No. 1090-0303, § 1, 3-18-03; Ord. No. 1145-0405, § 1, 4-5-05)

A

9.04 Hunting permit.

Property owners or their authorized agents requesting to have hunting allowed on their property within the city must do so through the city by completing an application form and submitting it to the city clerk with a nonrefundable application fee in an amount set by the common council. Applications must be submitted at least 15 days prior to the date or dates of the requested hunting permit. Obtained permits shall only be valid for 90 consecutive days. Hunting shall only be allowed for nuisance animals or birds determined to be having a negative economic impact upon property.

- (1) *Inspection.* The city clerk shall notify the chief of police of such application and the chief of police shall inspect, or cause to be inspected, each application, each hunter, and the property requested to be hunted to determine whether the applicant, the hunters and the property requested to be hunted comply with the regulations, ordinances and laws applicable thereto. The chief of police shall furnish to the city in writing the information derived from such investigation and a statement as to whether the applicant, the hunters and the property to be hunted meet the requirements of the police department.
- (2) *Applicant's responsibilities.*
 - (a) The applicant or its agent shall advise all adjacent property owners of the dates the property will be hunted. The advisement must include language explaining that the advised property owner has the right to contest the hunting by contacting the chief of police. If any one adjacent property owner or occupant contests the hunting, the approval of the permit will rest with the city council. Verification of the notice shall be supplied to the city clerk upon submission of the completed application form. Examples of verification are certified mailings or signed written statements.
 - (b) The applicant or its agent shall provide a list of people permitted to hunt on their property along with proof of the hunters having attended a certified hunter safety course to the city clerk upon submission of the completed application form.
 - (c) Every applicant who receives a permit shall post a legible sign at intervals of 500 feet or less upon the perimeter of the hunted property and along any other public right-of-way abutting the property as determined by the chief of police while it is being hunted upon indicating such. The legible sign must be orange with black lettering.
 - (d) Restricted to hunting with shot gun or bow only.

(e) The time of hunting will be limited to times permitted by the Wisconsin Department of Natural Resources.

(Ord. No. 1151-0805, § 1, 8-5-05; Ord. No. 1270-0112, § 3, 1-3-12)

9.05 Reserved.

Editor's note—Section 1 of Ord. No. 1110-1103, adopted Nov. 4, 2003, repealed § 9.05, which pertained to pool and billiard halls and bowling alleys, and derived from the 1992 Code, § 9.05.

9.06 Taxicabs.

(1) *Definition of taxicab.* The term "taxicab" shall include all vehicles transporting passengers for remuneration for which patronage is solicited publicly. This section shall not apply to:

- (a) Vehicles operating on established routes which are regulated by the Public Service Commission of Wisconsin;
- (b) Vehicles rented to be driven by the renter or his/her agent, commonly known as rent-a-cars;
- (c) Vehicles operated solely as funeral cars or ambulances; and
- (d) Vehicles operated solely for a shuttle service between the city and destination points outside of the city.

(2) *Taxicab license.* No person shall for remuneration transport passengers in a taxicab within the city without first having obtained a taxicab license.

(3) *Application for taxicab license.*

- (a) Application for a taxicab license to operate one or more taxicabs or an application to operate additional taxicabs under an existing license shall be made in writing to the clerk-treasurer giving the address from which the business is conducted and signed by the owner of the business or his/her duly authorized agent. The application must also state for each vehicle to be operated the make, model and year of manufacture, the engine number, serial number, and capacity for passengers, and the Wisconsin state certificate of title number and license number.
- (b) The application shall be submitted by the clerk-treasurer to the common council, which shall set a date for a public hearing before the council to examine the public convenience and necessity of granting such license. The clerk-treasurer shall notify the applicant of the time and place set for the hearing.
- (c) No license shall be granted until the city council, by resolution, has determined that the public convenience and necessity will be served by the service proposed in the application for license. The council may hold such further hearings and procure such additional information as it may deem necessary or advisable in making such determination. The council may attach such conditions to the license as it deems appropriate for public convenience and necessity.

Date Application submitted _____
\$28.00 Fee Paid/Receipt # _____

HUNTING PERMIT APPLICATION

I, the undersigned, do hereby respectfully make application to the Common Council of the City of Sturgeon Bay for a hunting permit. I certify that I am a citizen of the United States, that I am familiar with the laws, ordinances, and regulations pertaining to hunting and I agree if granted said permit, to obey all provisions of law relating to hunting. The non-refundable fee accompanies this application.

Name (print) First Middle Last Height Weight Hair Eyes

Street Address Driver's License Number State of Issuance

P O Box City, State, Zip Code

Date of Birth Home Phone Work or Cell Phone

Location of Property you intend to hunt Type of weapon to be used (Shotgun or Bow only)

Dates hunting to commence/conclude (permit valid 90 consecutive days)

Have you ever been convicted of any violation of a National, State, or Local law other than minor traffic violations? Yes No
Please explain any yes answers on the reverse side.

Signature Date of Application

FOR OFFICE USE ONLY

PURSUANT TO ORDINANCE, THE UNDERSIGNED HAS MADE THE INVESTIGATION REQUIRED IN THE CASE OF THE APPLICANT OF SAID APPLICANT FOR A HUNTING PERMIT. THE UNDERSIGNED RECOMMENDS THAT A PERMIT BE GRANTED TO SAID APPLICANT.

_____, CHIEF OF POLICE _____ DATE

FOR REASONS STATED, THE UNDERSIGNED RECOMMENDS THAT PERMIT BE DENIED TO THE ABOVE APPLICANT.

_____, CHIEF OF POLICE _____ DATE

PERMIT ISSUED THE _____ DAY OF _____, 2012.

Stephanie L. Reinhardt, City Clerk

Permit number issued _____

Permit Expiration _____

**CITY OF STURGEON BAY
HUNTING PERMIT APPLICATION CHECKLIST**

<u>ACTION TO BE TAKEN BY APPLICANT/AGENT</u>	<u>DATE COMPLETED</u>
1. Application must be submitted 15 days prior to the date of dates of the requested hunting permit.	
2. Verification of the notice sent to adjacent property owners supplied to City Clerk upon submission of the completed application form. Examples of verification are certified mailings or signed written statements.	
3. List of people permitted to hunt on their property must be submitted upon submission of the completed application form.	
4. Proof that hunters have attended a certified hunter safety course upon submission of the completed application form.	
5. Posting of legible sign in orange with black lettering at intervals of 500 feet or less upon perimeter of the hunted property or where deemed necessary by Chief of Police.	

Applicant's Name _____

WARNING:

**HUNTER ON
PROPERTY**

**SAMPLE ADVISEMENT
TO ADJACENT PROPERTY OWNERS**

DATE

ADJACENT PROPERTY OWNERS NAME
ADJACENT PROPERTY OWNERS ADDRESS
CITY, STATE, ZIP CODE

DEAR ADJACENT PROPERTY OWNER:

I am writing this letter as required by City of Sturgeon Bay Ordinance Number 9.04.

The ordinance requires that I inform you that I have applied to obtain a permit to hunt on [insert property location/description] that is adjacent to your property at [insert address].

I will be hunting [insert dates] for [insert animal] that have been damaging my [insert crop.] I will be utilizing [insert shotgun or bow.]

The ordinance also requires that I advise you that you have the right to contest my hunting the property by contacting the Sturgeon Bay Chief of Police at 920-746-2450 or 421 Michigan Street, Sturgeon Bay, WI 54235.

Sincerely,

Applicant's Name

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the City Plan Commission, hereby recommend approval of the improvement plans for Marina View Subdivision, subject to the following conditions:

1. Provide easements for the storm sewers that cross the adjoining marina parcel.
2. Biofilters #2 and #3 and the 24" storm sewer shall be installed at the time of the other improvements in the subdivision rather than upon development by the future lot owner.
3. Verify that the drainage swale and storm inlet between Lots 3 and 4 can handle the 10-year storm event.
4. Approval by the Wisconsin DNR of the drainage/erosion control plan for the subdivision.
5. The final plat shall include all necessary easements for the utilities serving the subdivision and shall include provision for the long-term maintenance of the stormwater management system through private covenants, dedications to the City, or other means, subject to approval by the Common Council.
6. Upon construction of the street and utility improvements, the proposed lots shall be rough-graded and grass lawn established. Any stockpiles of stone or soil shall be in locations approved by the Plan Commission.

Respectfully submitted:
 City Plan Commission
 By: John Lodl, Acting Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Date: February 20, 2013

Introduced by _____.

Moved by Alderperson _____, seconded by Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2013.

Executive Summary

Title: Improvement Plans for Marina View Subdivision

Background: The preliminary plat for Marina View Subdivision was approved by the Plan Commission and Common Council. This development extends Thorn Street and creates lots fronting on it. In order to seek final plat approval, the engineering and design for the subdivision improvements must be approved. This involves the design of the public street, public utilities, and the stormwater management for the overall plat. It does not involve specific development on the individual lots. Once the engineering/design is approved, the developer has the option of installing the improvements and then submit for final plat approval or seeking final plat approval prior to installation, but with financial assurance to complete the required improvements.

Summary of Proposed Improvements: The plans were submitted by Davel Engineering & Environmental, Inc. The following is a summary of their designs:

Sanitary Sewer – There are existing mains that roughly follow Thorn St. and Thorn St. extended and along the east property line. All of the lots can be served by existing sanitary sewer lines. There are no new sewers proposed. Sturgeon Bay Utilities (SBU) staff have no concerns with the sanitary sewer system for the subdivision.

Water – There are two existing water mains in this area. One is part of the low-pressure system that winds its way from the north through proposed Lot 3 and serves existing development near the shore, including the marina and the recently constructed 4-unit apartment building. This is a long dead-end main. The other existing main is part of the high-pressure system and enters partway into the subject property from the current end of Thorn St.

The proposal for Marina View Subdivision is to extend this main along new Thorn Street and beyond to connect to the low-pressure main near the easterly edge of the plat. The portion of the low-pressure main through Lot 3 would be abandoned. The tail end of the low-pressure main serving the marina and 4-unit building would become part of the high-pressure system. This high-pressure main would become looped when Sturgeon Bay Utilities upgrades the Shorecrest Road water main and connects it to the Marina View main.

The proposed water plan matches one of the two options that SBU gave the developers during review of the preliminary plat and, therefore, the staff at SBU supports the proposed water plan. It offers the advantages of eliminating a portion of the long dead-end water main running along the shore and it sets up the ability to loop the entire Marina View area when the Utility completes its proposed upgrade. That project is expected to be done in 2015.

Stormwater – Davel submitted the drainage and grading plan and the calculations for reducing sediment runoff. Runoff from Thorn Street is routed along roadside ditches and then through a drainage swale from the end of the cul-de-sac toward the east line of the subdivision. From there it enters a proposed 24" storm sewer, which directs water under the marina lot and into the bay. Due to the steepness of Thorn Street, a portion of the ditch will have erosion matting or light riprap. Most of the runoff from the lots is directed into 3 biofilters to be constructed. The biofilters eliminate sediment and other pollutants before the water is eventually directed into storm sewers to the bay.

The City and State codes require a 40% sediment reduction from developed runoff. The

stormwater management plan is somewhat unique in that the project is designed to meet the sediment reduction standard by treating runoff generated from the development of the lots rather than runoff from the street. The calculations show that the overall subdivision will meet the 40% reduction and, therefore, complies with the City ordinance provided the Wisconsin DNR approves it. The plan uses biofilters to provide the sediment reduction, which is a viable method, so staff has no objection. However, there are a few changes to the plans or additional info that should be considered prior to final approval as follows:

1. The plans call for the construction of the biofiltration areas to occur during the development of the individual lots. But, biofilters #2 & #3 serve a greater area than the lot it is situated upon and needs to be installed with the initial construction of the subdivision improvements rather than during construction of the individual lots.
2. The installation of the 24" storm sewer across the marina property (Storm 9.1 to 8.1) is needed at time of construction of the road. Thus, it cannot wait to be installed upon development of Lots 3 & 4, as proposed. In addition, an easement across the marina property needs to be created prior to construction and prior to the recording of the plat.
3. All of the runoff from Thorn Street needs to be conveyed to the bay through the drainage easement along the edges of Lots 3 and 4. The swale through this easement may have trouble handling the runoff volume and needs to be designed to take water to the storm sewer inlet and the storm inlet needs to handle the 10 year storm. The design and calculations for this inlet needs to be submitted.

The long-term maintenance of the stormwater management system needs to be assured for both the drainage improvements serving the private lots and the improvements serving the public road. The following should be considered:

- The long-term maintenance of the stormwater management devices serving the lots needs to be handled by the future lot owners and must be assured through private covenants or other means. Given that there are several shared improvements that will need maintenance, one option is the creation of a property owners association to cover the cost and responsibility to maintain the drainage system over the long term, including the biofiltration areas, collection swales and storm pipes. Maintenance schedules are needed for all biofiltration basins. The City needs to have enforcement capability through the private covenants or property owners association in order to ensure maintenance in the event the private lot owners fail to do so.
- The long-term maintenance of the drainage swale and storm sewer serving the road runoff also needs to be determined. This can be done by granting the required easements to the City so that the City has long-term responsibility over maintenance of the drainage improvements that are needed for the public street. Alternatively, the maintenance of the street drainage system can be through the lot owners similar to the lot drainage improvements discussed in the preceding paragraph.
- In general, easements are needed on the final plat for all stormwater management devices that are part of the plan, including biofilters, drainage swales and storm sewers.

Street Improvements - Thorn Street is proposed to have 28 feet of asphalt pavement with 2-ft shoulders on each side. There is a 47.5-ft radius turnaround bulb at the end. The street is not planned to have curb and gutter. Staff has no objection to the proposed design based upon the submitted drainage plan. The approval of the preliminary plat included a condition that "sidewalks may be required along Thorn St. depending upon future use of the property". With the proposed cross-section of the street, it will preclude future sidewalks unless the ditch is later

filled and curb/gutter retrofitted. It is also noted that there is a requirement for a future pedestrian path through the property. Tentatively, this is proposed for the east edge of the subdivision, between the proposed lots and the marina. The pedestrian easement might satisfy the pedestrian traffic. Final approval of the design of the street rests with the Common Council upon recommendation of the Plan Commission.

Erosion Control Plan – The proposed construction satisfies the erosion control requirements, subject to the following comments:

- The lots must be rough graded. In particular, Lot 1 has some re-grading that is necessary just outside of the street right-of-way. All stockpiled stone should be removed from the site or stored in locations approved by the Plan Commission. The lots need to have grass lawn established until the development of each lot occurs.
- The erosion control matting may need to extend further along the north side of Thorn Street and also may be needed in the drainage swale through lots 3 & 4. All erosion measures must be maintained until the water flow velocity slows to acceptable levels.

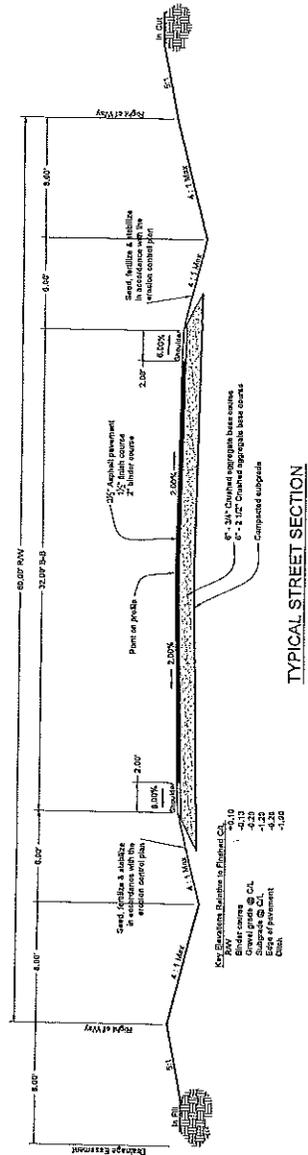
Recommendation: Approval of the construction plans for Marina View Subdivision, subject to:

1. Provide easements for the storm sewers that cross the adjoining marina parcel.
2. Biofilters #2 and #3 and the 24" storm sewer shall be installed at the time of the other improvements in the subdivision rather than upon development by the future lot owner.
3. Verify that the drainage swale and storm inlet between Lots 3 and 4 can handle the 10-year storm event.
4. Approval by the Wisconsin DNR of the drainage/erosion control plan for the subdivision.
5. The final plat shall include all necessary easements for the utilities serving the subdivision and shall include provision for the long-term maintenance of the stormwater management system through private covenants, dedications to the City, or other means, subject to approval by the Common Council.
6. Upon construction of the street and utility improvements, the proposed lots shall be rough-graded and grass lawn established. Any stockpiles of stone or soil shall be in locations approved by the Plan Commission.

Plan Commission Action: The Plan Commission, by a 4-0 vote, recommended that Council approve the proposed improvements, subject to the 6 conditions proposed by staff.

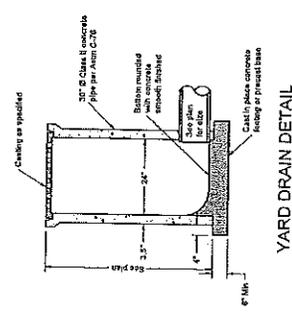
Prepared by:	<u>Marty Olejniczak</u>	<u>2/28/13</u>
	Marty Olejniczak, Community Development Director	Date
Reviewed by:	<u>Tony Depies</u>	<u>02/28/2013</u>
	Tony Depies, City Engineer	Date
Reviewed by:	<u>Stephen McNeil</u>	<u>2/28/2013</u>
	Stephen McNeil, City Administrator	Date

PLAN SUBMITTAL 01/31/2013

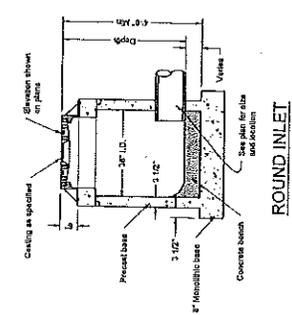


TYPICAL STREET SECTION

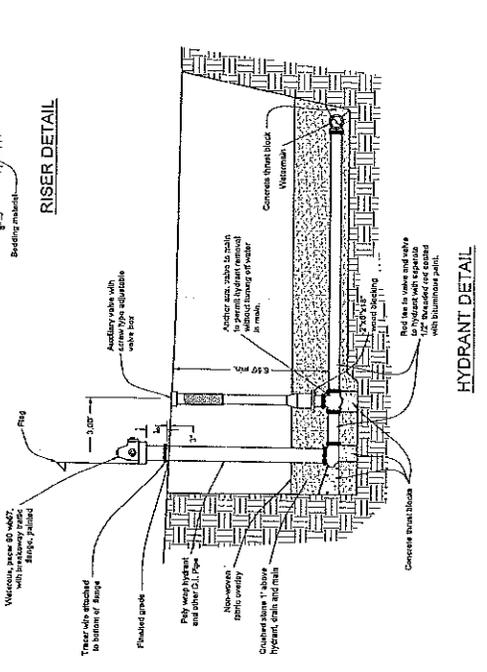
LOT #	STREET	ELEV.	SIZE	WATER SERVICES		SEWER SERVICES		SANITARY	SANITARY	
				CUB NON	LATERAL	EXTERNAL	INTERNAL			LENGTH
1	10th	200.00	4	200	4	200	4	15	6.00	65.00
2	10th	200.00	4	200	4	200	4	15	6.00	65.00
3	10th	200.00	4	200	4	200	4	15	6.00	65.00
4	10th	200.00	4	200	4	200	4	15	6.00	65.00
5	10th	200.00	4	200	4	200	4	15	6.00	65.00
6	10th	200.00	4	200	4	200	4	15	6.00	65.00
7	10th	200.00	4	200	4	200	4	15	6.00	65.00
8	10th	200.00	4	200	4	200	4	15	6.00	65.00
9	10th	200.00	4	200	4	200	4	15	6.00	65.00
10	10th	200.00	4	200	4	200	4	15	6.00	65.00
11	10th	200.00	4	200	4	200	4	15	6.00	65.00
12	10th	200.00	4	200	4	200	4	15	6.00	65.00
13	10th	200.00	4	200	4	200	4	15	6.00	65.00
14	10th	200.00	4	200	4	200	4	15	6.00	65.00
15	10th	200.00	4	200	4	200	4	15	6.00	65.00
16	10th	200.00	4	200	4	200	4	15	6.00	65.00
17	10th	200.00	4	200	4	200	4	15	6.00	65.00
18	10th	200.00	4	200	4	200	4	15	6.00	65.00
19	10th	200.00	4	200	4	200	4	15	6.00	65.00
20	10th	200.00	4	200	4	200	4	15	6.00	65.00
21	10th	200.00	4	200	4	200	4	15	6.00	65.00
22	10th	200.00	4	200	4	200	4	15	6.00	65.00
23	10th	200.00	4	200	4	200	4	15	6.00	65.00
24	10th	200.00	4	200	4	200	4	15	6.00	65.00
25	10th	200.00	4	200	4	200	4	15	6.00	65.00
26	10th	200.00	4	200	4	200	4	15	6.00	65.00
27	10th	200.00	4	200	4	200	4	15	6.00	65.00
28	10th	200.00	4	200	4	200	4	15	6.00	65.00
29	10th	200.00	4	200	4	200	4	15	6.00	65.00
30	10th	200.00	4	200	4	200	4	15	6.00	65.00
31	10th	200.00	4	200	4	200	4	15	6.00	65.00
32	10th	200.00	4	200	4	200	4	15	6.00	65.00
33	10th	200.00	4	200	4	200	4	15	6.00	65.00
34	10th	200.00	4	200	4	200	4	15	6.00	65.00
35	10th	200.00	4	200	4	200	4	15	6.00	65.00
36	10th	200.00	4	200	4	200	4	15	6.00	65.00
37	10th	200.00	4	200	4	200	4	15	6.00	65.00
38	10th	200.00	4	200	4	200	4	15	6.00	65.00
39	10th	200.00	4	200	4	200	4	15	6.00	65.00
40	10th	200.00	4	200	4	200	4	15	6.00	65.00
41	10th	200.00	4	200	4	200	4	15	6.00	65.00
42	10th	200.00	4	200	4	200	4	15	6.00	65.00
43	10th	200.00	4	200	4	200	4	15	6.00	65.00
44	10th	200.00	4	200	4	200	4	15	6.00	65.00
45	10th	200.00	4	200	4	200	4	15	6.00	65.00
46	10th	200.00	4	200	4	200	4	15	6.00	65.00
47	10th	200.00	4	200	4	200	4	15	6.00	65.00
48	10th	200.00	4	200	4	200	4	15	6.00	65.00
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50	10th	200.00	4	200	4	200	4	15	6.00	65.00



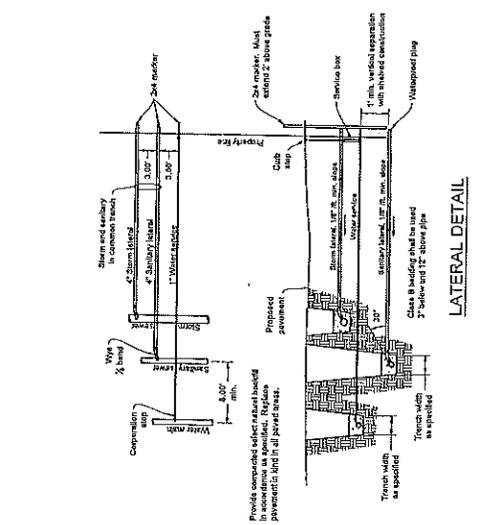
YARD DRAIN DETAIL



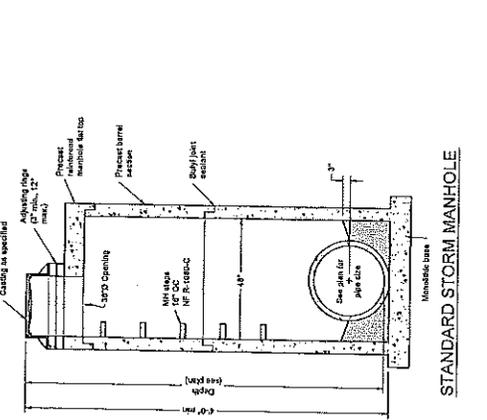
ROUND INLET



RISER DETAIL



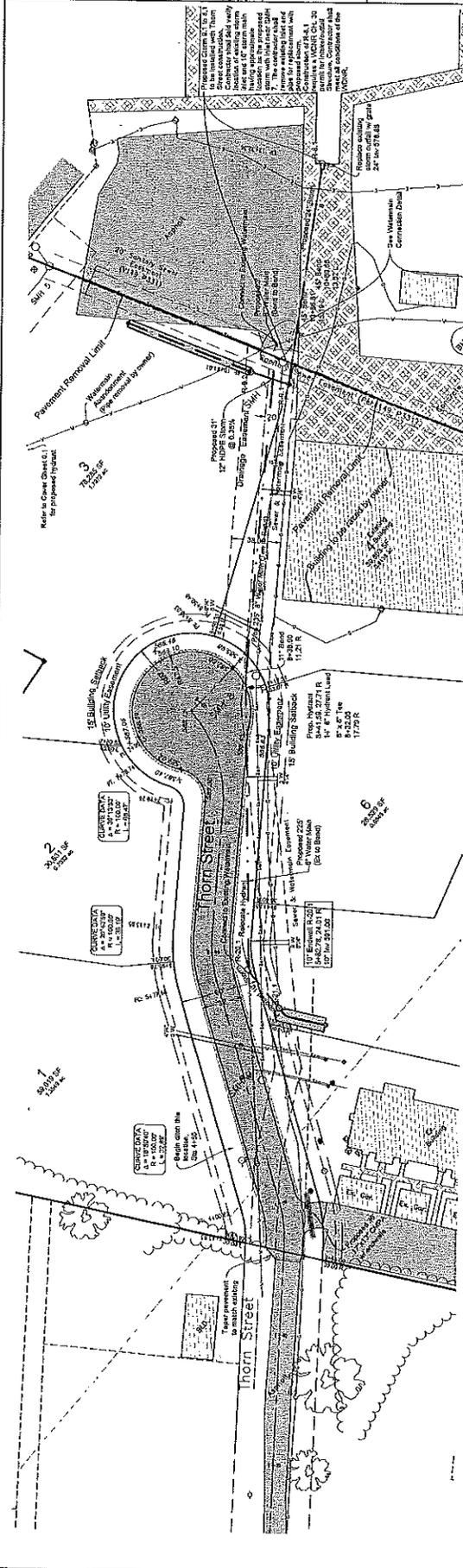
LATERAL DETAIL



STANDARD STORM MANHOLE

HYDRANT DETAIL

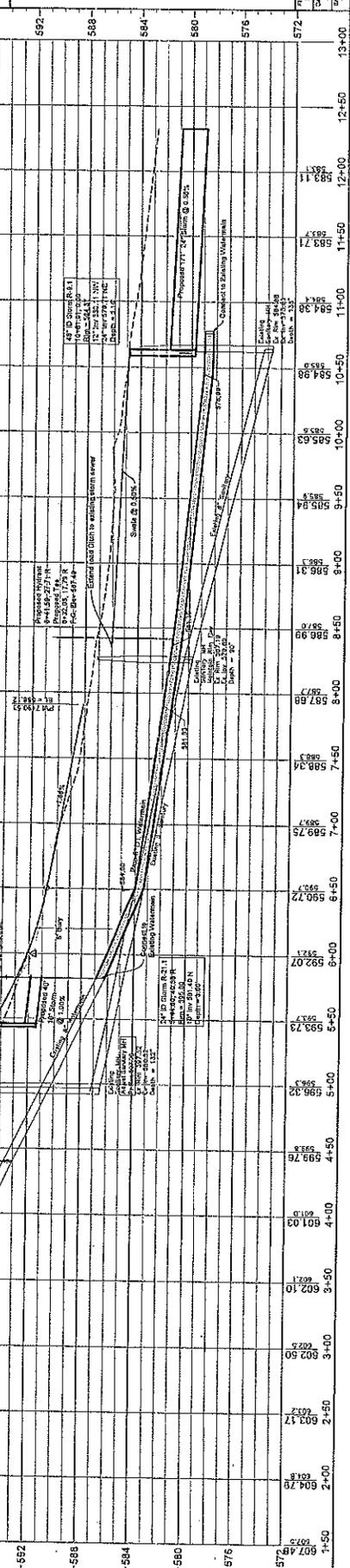
NOTES:
 1. MAJOR ELEVATIONS ARE TO TOP OF FINISHED GRADE.
 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 3. EXISTING UTILITIES ARE SHOWN AS DOTTED LINES.
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.



LEGEND

- Proposed Watermain
- Proposed Sewer
- Proposed Storm Sewer
- Proposed Gas
- Proposed Electric
- Proposed Telephone
- Proposed Cable
- Proposed Fiber Optic
- Proposed Fire Alarm
- Proposed Security
- Proposed Irrigation
- Proposed Landscape
- Proposed Paving
- Proposed Grading
- Proposed Retention Wall
- Proposed Fencing
- Proposed Signage
- Proposed Lighting
- Proposed Stormwater Management
- Proposed Tree Planting
- Proposed Site Work
- Proposed Construction
- Proposed Demolition
- Proposed Erosion Control
- Proposed Safety
- Proposed Access
- Proposed Easement
- Proposed Right-of-Way
- Proposed Boundary
- Proposed Survey
- Proposed Utility
- Proposed Structure
- Proposed Foundation
- Proposed Wall
- Proposed Floor
- Proposed Ceiling
- Proposed Roof
- Proposed Siding
- Proposed Windows
- Proposed Doors
- Proposed Stairs
- Proposed Railings
- Proposed Balconies
- Proposed Decks
- Proposed Patios
- Proposed Driveways
- Proposed Walkways
- Proposed Landscaping
- Proposed Site Work
- Proposed Construction
- Proposed Demolition
- Proposed Erosion Control
- Proposed Safety
- Proposed Access
- Proposed Easement
- Proposed Right-of-Way
- Proposed Boundary
- Proposed Survey
- Proposed Utility
- Proposed Structure
- Proposed Foundation
- Proposed Wall
- Proposed Floor
- Proposed Ceiling
- Proposed Roof
- Proposed Siding
- Proposed Windows
- Proposed Doors
- Proposed Stairs
- Proposed Railings
- Proposed Balconies
- Proposed Decks
- Proposed Patios
- Proposed Driveways
- Proposed Walkways
- Proposed Landscaping

City of Sturgeon Bay, Door County, WI
For: Marina View Apartments, LLC
IMPROVEMENT PLANS
Thorn Street
 Sta 3+58.09 to 12+69.78



6k.

6k.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the City Plan Commission, hereby recommend Single-Family Residential (R-1) as the official zoning classification for Myra Lagerman, for a recently annexed vacant parcel located on N. Columbia Avenue.

Respectfully submitted:
City Plan Commission
By: John Lodl, Acting Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Date: February 20, 2013

Introduced by _____.

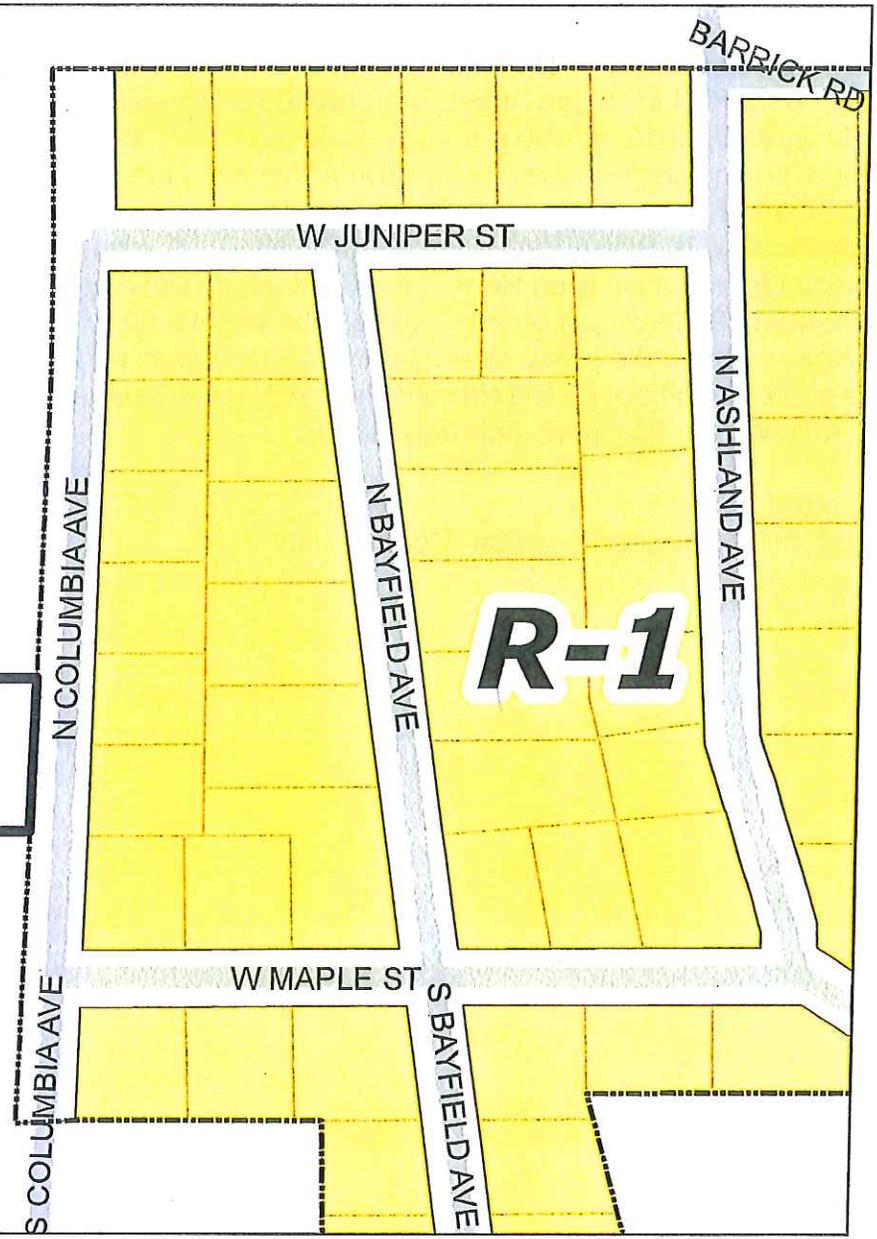
Moved by Alderperson _____, seconded by Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2013.

PROPOSED OFFICIAL ZONING CLASSIFICATION FOR LAGERMAN

PARCEL NO.
020-14-0003
LOT 3
BUHR PLAT

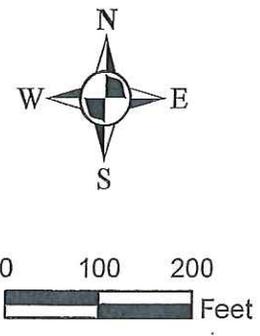
Prop. R-1



Legend

	Single Family Residential (R-1)
	Single Family Residential (R-2)
	Two-Family Residential (R-3)
	Multiple-Family Residential (R-4)
	Manufactured Home Court Residential (R-M)
	General Commercial (C-1)
	Central Business District (C-2)
	Commercial / Light Manufacturing (C-3)
	Office / Business District (C-4)
	Mixed Residential-Commercial (C-5)
	Light Industrial (I-1)
	Light Industrial (Industrial Park) (I-1A)
	Heavy Industrial (I-2)
	Heavy Industrial (Industrial Park) (I-2A)
	Agricultural (A)
	Conservancy (CON)
	Planned Unit Development (PUD)

January 11, 2013



**PUBLIC HEARING
CITY PLAN COMMISSION
WEDNESDAY, FEBRUARY 20, 2013**

Official zoning classification for recently annexed property located on N. Columbia Avenue.

Acting Chairperson John Lodi opened the public hearing at 7:03 p.m. No one spoke during the public hearing. There was no correspondence. The public hearing was declared closed at 7:04 p.m.

ORDINANCE NO. _____

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

SECTION 1: Section 9.04 of the Municipal Code of the City of Sturgeon Bay, Wisconsin is hereby repealed and recreated to read as follows:

9.04 Hunting Permit

Property owners or their authorized agents requesting to have hunting allowed on their property within the city must do so through the city by completing an application form and submitting it to the city clerk with a nonrefundable application fee in an amount set by the common council. Applications must be submitted at least 15 days prior to the date or dates of the requested hunting permit. Obtained permits shall only be valid for 90 ~~consecutive days~~ **the duration of the specific hunting season in which applying for**. Hunting shall only be allowed for nuisance animals or birds determined to be having a negative economic impact upon property.

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

Approved:

Thad Birmingham, Mayor

Attest:

Stephanie L. Reinhardt, City Clerk

ORDINANCE NO. _____

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

SECTION 1: Section 10.065 of the Municipal Code of the City of Sturgeon Bay, Wisconsin is hereby created to read as follows:

10.065 Misuse of 911 Emergency Telephone Number Prohibited.
No person shall, within the City:

- (1) Use the 911 Emergency Telephone number for regular non-emergency calls.
- (2) Use the 911 Emergency Telephone number to report an emergency, knowing that the fact or situation reported does not exist.
- (3) Penalty for violation. Any person convicted of violating any provisions of Section 10.065 or any subsection thereof shall forfeit \$200 for a first offense and \$300 for the second and each subsequent violation, plus court costs.

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

Approved:

Thad Birmingham, Mayor

Attest:

Stephanie L. Reinhardt, City Clerk

ORDINANCE NO. _____

An ordinance officially zoning the following described property which was annexed to the City of Sturgeon Bay by Ordinance No. 1282-1112:

Lot 3 of the Buhr Plat located within the Southwest quarter of the Northeast quarter of Section 12, Township 27 North, Range 25 East

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

SECTION 1: The above described property is hereby zoned Single-Family Residential (R-1).

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

Approved:

Thad Birmingham
Mayor

Attest:

Stephanie L. Reinhardt
City Clerk

Executive Summary

Title: Official Zoning Classification for Recently Annexed Parcel - Lagerman

Background: The parcel located on the west side of Columbia Avenue, owned by Myra Lagerman, was recently annexed and is operating under temporary zoning. After a public hearing the official zoning can be established. The proposed zoning classification is Single-Family Residential (R-1), which is the same as the current temporary zoning and matches the requested zoning within the annexation petition. The parcel is currently vacant, but the property owner intends to build a single-family dwelling in the future. All of the nearby parcels in the City are zoned R-1. The nearby properties within the Town of Nasewaupee are not zoned.

Comprehensive Plan: The Sturgeon Bay Comprehensive Plan designates the future land use of this parcel as Rural Residential. The property is right on the boundary (Columbia Ave.) between the rural residential and single-family residential land use classifications. The rural residential category is typically used where municipal sanitary sewer and water facilities are not available. Now that the parcel is within the City limits, such services are available. Thus, the proposed R-1 zoning classification does not appear to conflict with the Comprehensive Plan.

Fiscal Impact: The official zoning classification itself won't have any fiscal impact. The R-1 district allows the future construction of a dwelling which will add property value.

Public Hearing: The public hearing was held on February 20th. No testimony was given.

Recommendation: The official zoning should be Single-Family Residential (R-1).

Plan Commission Action: The Plan Commission, by 4-0 vote, recommends R-1 for the official zoning classification.

Prepared by: Martin Olejniczak 2/25/13
Martin Olejniczak Date
Community Development Director

Reviewed by: Stephen McNeil 2/28/13
Stephen McNeil Date
City Administrator

RESOLUTION AUTHORIZING BORROWING FROM WPPI ENERGY

WHEREAS, the **City of Sturgeon Bay, Wisconsin** (the "Municipality") intends to **replace athletic field lighting** (the "Project");

WHEREAS, in order to fund all or a portion of the Project, the Municipality intends to borrow from WPPI Energy ("WPPI") an amount not to exceed Two Hundred Ninety Eight Thousand Six Hundred Twelve and 00/100 Dollars (\$298,612.00) at an interest rate of zero percent (0%) over a ten (10) year term (the "Loan"); and

WHEREAS, the Loan will be evidenced and secured by a promissory note from the Municipality to WPPI (the "Note") and a loan agreement by and between the Municipality and WPPI (the "Loan Agreement", and together with the Note, the "Loan Documents"); and

WHEREAS, the **Common Council** of the Municipality has determined that funding of the Project, in whole or in part, through the Loan and executing and delivering the Loan Documents in substantially the form presented is necessary and in the best interest of the Municipality.

NOW, THEREFORE, BE IT RESOLVED by the **Common Council** of the Municipality that:

1. The Loan Documents, as presented to the **Common Council** of the Municipality, and all of the terms and conditions therein are hereby approved. The **Mayor and City Clerk** of the Municipality, or officers authorized to act in their absence, are authorized on behalf of the Municipality to execute and deliver the Loan Documents in substantially their respective forms as presented to the **Common Council** of the Municipality. The **Mayor and City Clerk** and officers authorized to act in their absence are hereby authorized to prepare or to have prepared and to execute, file and deliver, as appropriate, all such other documents, affidavits, agreements or instruments as may be deemed necessary by those officials in order to effectuate the Loan as contemplated in this Resolution.
2. This Resolution shall be effective immediately upon its adoption and approval.

Adopted and approved by the **Common Council** of the Municipality this _____ day of _____, 20__.

Name: _____
Title: _____

Attest:

Name:

Title:



The way energy should be

1425 Corporate Center Drive
Sun Prairie, WI 53590

P: 608.834.4500 F: 608.837.0274

www.wppienergy.org

November 20, 2012

Steve McNeil
City Administrator
City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235

RE: Member Energy Efficiency and Renewable Energy Loan Application

Dear Mr. McNeil:

I am pleased to inform you that the City of Sturgeon Bay's application for a zero percent interest loan through WPPI Energy's Member Energy Efficiency and Renewable Energy Loan Program has been approved. The approved loan amount for the City's athletic field lighting replacement project is \$298,612.

In order to draft loan documents for your review, we'll need to know if the City would prefer to take the loan as general obligation debt or unsecured debt. We will also need a copy of the City's resolution authorizing execution of the loan documents. Enclosed is a draft resolution if needed.

Once the loan is dispersed, the City of Sturgeon Bay will be invoiced by WPPI Energy for repayment monthly beginning the month after the loan monies are dispersed. A 1% loan origination fee of \$2,986.12 will be included on the first month's invoice.

Please contact me at 608-834-4507 or bcarlson@wppienergy.org with the required information, and feel free to share any questions you may have in the meantime. Thank you for participating in WPPI Energy's Member Energy Efficiency & Renewable Energy Loan Program.

Sincerely,

A handwritten signature in cursive script that reads "Beth Carlson".

Beth Carlson
Manager of Mass Market Programs

cc: Jim Stawicki, General Manager, Sturgeon Bay Utilities
Melissa Moren, Energy Services Representative

Enclosure

DRAFT

WPPI DRAFT 2-5-13

Promissory Note

[\$ _____]

[_____, 2013]

For value received, the undersigned, the City of Sturgeon Bay, Wisconsin (“Borrower”), whose mailing address is 421 Michigan Street, Sturgeon Bay, Wisconsin 54235, promises to pay to the order of WPPI Energy (“WPPI”), whose mailing address is 1425 Corporate Center Drive, Sun Prairie, Wisconsin 53575, the principal sum of [_____ and ___/100 **Dollars (\$_____)**] (the “Loan”), together with interest on the principal sum from the date of this Promissory Note until paid in full, at the rate and at the times described in this Promissory Note.

1. Interest Rate. No interest shall accrue on the unpaid principal balance of the Loan except in the case of (i) delinquent monthly installment payments; or (ii) the occurrence of an Event of Default (as defined below). Until the occurrence of an Event of Default, interest on delinquent monthly installment payments shall accrue daily at the per annum rate of interest equal to the prime lending rate as may from time to time be published in the Midwest edition of The Wall Street Journal under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published). From and after the occurrence of an Event of Default, interest will accrue on the unpaid principal balance of the Loan and on accrued interest outstanding from time to time under the Loan Documents at a rate of eighteen percent (18%) per annum, until the Event of Default is cured to the reasonable satisfaction of Lender.

2. Payments. Commencing in [_____, 2013], Borrower shall make monthly installment payments of interest due (in arrears), if any, as set forth above, plus a principal payment of [_____ and ___/100 **Dollars (\$_____)**] to WPPI. WPPI shall invoice Borrower on a monthly basis, and the due date of the invoice shall be the 28th day of each calendar month. If the due date falls on a holiday or weekend, payments shall be remitted on the first business day after the due date. All payments of principal and interest shall be made in lawful money of the United States of America and remitted to WPPI’s banking institution by the due date, or as may be otherwise designated by WPPI from time to time in writing. Unless otherwise agreed to in writing, or otherwise required by applicable law, payments will be applied first to accrued, unpaid interest, then to any unpaid collection costs, late charges and other charges, and any remaining amount to principal, provided however, upon delinquency or another Event of Default, WPPI reserves the right to apply payments among principal, interest, late charges, collection costs and other charges at its discretion.

3. Final Payment. The unpaid principal balance of the Loan, all accrued and unpaid interest, if any, and all other sums due and payable under this Promissory Note, if not sooner paid, shall be paid to WPPI in full on [_____, 2023] (the “Maturity Date”).

4. Prepayment. The Loan may be prepaid in full or in part at any time without penalty.

5. Loan Agreement. This Promissory Note is given pursuant to and is subject to the terms of a Loan Agreement, dated as of the date of this Promissory Note between Borrower and WPPI (the “Loan Agreement”).

6. Not General Obligation Debt. The amounts due under this Promissory Note do not constitute an indebtedness of Borrower within the meaning of any State of Wisconsin constitutional provision or statutory limitation. This Promissory Note shall not be a charge against the general credit or taxing powers of Borrower. This Promissory Note is authorized by a resolution of Borrower's governing body (the "Governing Body") duly adopted at a meeting held on [_____, 2013]. Said resolution is recorded in the official minutes of the Governing Body for said date.

7. Default and Remedies. At the option of WPPI, the occurrence of one or more of the following shall constitute a default by Borrower under this Promissory Note (an "Event of Default"):

(a) Borrower fails to make any payment to WPPI when due, whether by acceleration or otherwise, under this Promissory Note, and that failure is not cured within the time period (in no event shorter than three (3) business days) specified in a notice thereof given by WPPI to Borrower; or

(b) Borrower is in default beyond any applicable notice and cure period under the Loan Agreement.

Without limiting any rights and remedies of WPPI at law, in equity or under the Loan Agreement, at the election of WPPI upon the occurrence of an Event of Default, the principal balance of the Loan remaining unpaid, together with accrued interest thereon, shall become immediately due and payable. Borrower agrees to pay all costs of collection when incurred, whether suit be brought or not, including reasonable attorneys' fees and costs of suit and preparation therefor, and to perform and comply with each of the covenants, conditions, provisions and agreements of the Borrower contained in this Promissory Note and the Loan Agreement. The rights and remedies herein specified are cumulative and are not exclusive of any rights or remedies that WPPI would otherwise have.

8. Maximum Rate of Interest. No provision of this Promissory Note or the Loan Agreement will be deemed to require Borrower to pay or be liable for the payment of interest in excess of the maximum legal rate of interest (if there is any maximum) allowable under applicable law. If for any reason interest in excess of the maximum legal rate of interest is paid under this Promissory Note, as a result of acceleration or otherwise, the excess will constitute and be treated as a payment of principal under this Promissory Note, and will reduce the principal balance of this Promissory Note by the amount of the excess, or if in excess of the principal balance, the excess will be refunded to Borrower.

9. Waivers.

(a) Borrower hereby waives presentment and demand for payment, notice of dishonor, protest and notice of protest, and diligence in collection. Borrower hereby agrees that WPPI may: (i) extend the time of payment of the amounts outstanding or due under this Promissory Note; (ii) reduce the payments on this Promissory Note; (iii) release anyone liable for any of the amounts outstanding or due under this Promissory Note; (iv) accept a renewal of this Promissory Note; (v) join in any extension or subordination agreement with respect to the indebtedness evidenced by this Promissory

Note; or (vi) agree in writing with Borrower to modify the rate of interest of this Promissory Note. Maker further waives, to the extent permitted by law, the right to plead any and all statutes of limitations as a defense to any demand on this Promissory Note.

(b) Borrower hereby agrees that none of actions specified in the preceding paragraph shall: (i) affect the obligation of Borrower to pay the outstanding principal balance of this Promissory Note and to observe the covenants of Borrower contained in this Promissory Note and the Loan Agreement; (ii) require the giving notice to, or the obtaining the consent from, Borrower, or the successors or assigns of Borrower; or (iii) result in the incurrence of any liability on the part of WPPI.

(c) Neither (i) the failure of WPPI to exercise its option to accelerate this Promissory Note when that option becomes available, nor (ii) any delay or omission on the part of WPPI in exercising any right hereunder or under the Loan Agreement, shall operate as a waiver of that option and right or of any other right hereunder or under the Loan Agreement. WPPI's acceptance of any payment or partial payment after the occurrence of an event of default, even though marked "Payment in Full," shall not constitute waiver of the default or WPPI's rights and remedies upon such default. No waiver by WPPI shall be effective unless it is in writing, signed by WPPI.

10. Choice of Law. This Promissory Note and any proceedings on it shall be governed and construed in all respects and under all circumstances by the laws of the State of Wisconsin.

11. Severability. If any provision of this Promissory Note or any application of that provision is declared by a court of competent jurisdiction to be invalid or unenforceable, that invalidity or unenforceability shall not affect any other application of that provision nor the balance of the provisions of this Promissory Note which shall, to the fullest extent possible, remain in full force and effect, and such court shall reform such unenforceable provision so as to give the maximum permissible effect to the intentions of the parties as expressed therein.

12. Notices. Whenever WPPI or Borrower desires to give any notice to the other, it shall be sufficient for all purposes if the notice is personally delivered, sent by registered or certified United States mail, postage prepaid, or sent by nationally recognized overnight courier, addressed to the intended recipient at the address listed at the beginning of this Promissory Note for the Borrower, or such other address as hereafter specified in writing, and for WPPI at the address listed at the beginning of this Promissory Note, or such other address as hereafter specified in writing.

13. Successors. Borrower includes any successors, heirs, representatives, or assigns of Borrower, provided that Borrower may not assign or transfer its interest or obligations under this Promissory Note or the Loan Agreement without the prior written consent of WPPI, which consent may be withheld in the sole discretion of WPPI. All rights, powers, privileges and immunities herein granted to WPPI shall extend to its successors and assigns and any other legal holder of this Promissory Note, with full right by WPPI to assign and/or sell the same.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the day and year first above written.

CITY OF STURGEON BAY

By:

(Name)
(Title)

By:

(Name)
(Title)

[Note: When executed by member municipality that is a city, the signatures of the City Clerk and either the Mayor or City Manager are required. When executed by a member municipality that is a village, the signatures of the President and the Village Clerk are required.]

DRAFT

WPPI DRAFT 2-5-13

LOAN AGREEMENT

This Loan Agreement (this "Agreement") is entered into as of this _____ day of _____, 2013, by and between WPPI Energy, a Wisconsin municipal electric company ("WPPI") and the City of Sturgeon Bay, Wisconsin ("Member").

RECITALS

A. WPPI has established a low-interest loan program pursuant to which money may be loaned to members of WPPI to support eligible renewable energy projects and eligible energy efficiency projects.

B. Member has requested a loan for an eligible project (the "Project") described in the Project Information Worksheet attached to this Agreement as Exhibit A (the "Worksheet").

C. WPPI has agreed to make a loan to Member for the Project in the principal amount of _____ and _____/100 Dollars (\$ _____) (the "Loan") on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals that are incorporated into and made a part of this Agreement, the promises, covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, WPPI and Member promise, covenant and agree as follows:

1. Terms of the Loan.

(a) The Loan.

(i) WPPI agrees on the terms and conditions hereinafter set forth to make the Loan to Member on the date of this Agreement.

(ii) The Loan will mature on _____, 2013 (the "Maturity Date"). The entire unpaid balance of the Loan, including principal and accrued interest and all other amounts due under or by reason of this Agreement, if not sooner paid, shall be paid in full by Member to WPPI on the Maturity Date.

(iii) Commencing in _____, 2013, Member shall make monthly installment payments to WPPI. WPPI shall invoice Member on a monthly basis, and the due date of the invoice shall be the 28th day of each calendar month. If the due date falls on a holiday or weekend, payments shall be remitted on the first business day after the due date. Each such monthly installment payment shall be in an amount equal to the sum of (1) accrued but unpaid interest then due (in arrears), if any, plus (2) a principal payment of _____ and _____/100 Dollars

(\$ _____) (collectively, the "Monthly Amount Due"). In addition, a one-time administrative fee equal to one percent (1%) of the original principal amount of the Loan shall be paid to WPPI with the initial monthly installment payment.

(b) Interest. No interest shall accrue on the unpaid principal balance of the Loan except in the case of (i) delinquent monthly installment payments; or (ii) the occurrence of an Event of Default (as defined below). Until the occurrence of an Event of Default, interest on delinquent monthly installment payments shall accrue daily at the per annum rate of interest equal to the prime lending rate as may from time to time be published in the Midwest edition of The Wall Street Journal under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published). From and after the occurrence of an Event of Default, interest will accrue on the unpaid principal balance of the Loan and on accrued interest outstanding from time to time under the Loan Documents at a rate of eighteen percent (18%) per annum, until the Event of Default is cured to the reasonable satisfaction of Lender.

(c) Note. Member's obligation to repay the Loan shall be evidenced by that certain Promissory Note (the "Note") executed by Member and delivered to WPPI as of the date of this Agreement. This Agreement and the Note are collectively referred to as the "Loan Documents" in this Agreement.

(d) Prepayment. Member may prepay the Loan, in whole in or part, at any time, without penalty or premium. The Loan is not a revolving loan, and as such, amounts prepaid by Member may not be reborrowed.

(e) Payments. All payments of principal and interest shall be made in lawful money of the United States of America and remitted to WPPI's banking institution by the due date, or as may be otherwise designated by WPPI from time to time in writing. Unless otherwise agreed to in writing, or otherwise required by applicable law, payments will be applied first to accrued, unpaid interest, then to any unpaid collection costs, late charges and other charges, and any remaining amount to principal, provided however, upon delinquency or during the occurrence of an Event of Default, WPPI reserves the right to apply payments among principal, interest, late charges, collection costs and other charges at its discretion.

2. Conditions Precedent to Loan. The obligation of WPPI to make the Loan to Member is subject to the following conditions precedent:

(a) Required Documentation. WPPI shall have received on or before the date the Loan is funded each of the following, in form and substance satisfactory to WPPI and its counsel:

(i) The Note, duly executed by Member;

(ii) A resolution on behalf of Member, authorizing the execution, delivery, and performance of the Loan Documents and each other document to be delivered pursuant to this Agreement; and

(iii) Such other approvals, opinions, or documents as WPPI may reasonably request.

(b) No Default. Member shall not be in default with respect to any loan, understanding, contract, document or agreement between Member and WPPI.

3. Representations and Warranties of Member. To induce WPPI to enter into this Agreement and make the Loan to Member, Member represents and warrants to WPPI that:

(a) Loan Documents Authorized. The execution and delivery of the Loan Documents and the performance or observance of the terms of those documents have been duly authorized by all necessary action of Member's governing body and do not contravene or violate any provision of law or any ordinance or rule or any covenant, indenture or agreement of, or binding upon, Member;

(b) Valid and Binding Obligations. This Agreement is, and the Note when delivered under this Agreement will be, legal, valid, and binding obligations of Member, enforceable against Member in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, and other similar laws affecting creditors' rights generally;

(c) Worksheet True and Correct. The description of the Project and all other information contained in the Worksheet is true and correct; and

(d) No Prior Implementation. Member has not implemented the Project or any part thereof, nor purchased any equipment to be used in the Project prior to the date of this Agreement.

4. Not General Obligation Indebtedness. The Loan does not now and shall never constitute an indebtedness of the Member within the meaning of any state constitutional provision or statutory limitation, and shall not constitute a charge against the Member's general credit or taxing powers.

5. Covenants. So long as any amount of the Loan is outstanding and remains unpaid, Member covenants that, unless WPPI shall otherwise give its prior consent in writing, which consent may be withheld in the sole discretion of WPPI:

(a) Use of Loan Proceeds. Member shall use the Loan proceeds only for implementation of the Project in a manner consistent with the Loan Documents.

(b) Project Completion. Member shall complete the Project within six (6) months of the date of this Agreement. Promptly after completion of the Project, Member will provide WPPI with a certificate of completion (a "Certificate") executed by Member and in a form acceptable to WPPI. At the election of WPPI, the Certificate will be countersigned by any contractor, architect or other party involved with the Project.

(c) WPPI Access. Member will provide WPPI and WPPI's agents, employees, consultants and designees with access to the Project at all reasonable times in order to perform inspections and evaluations thereof.

(d) Installation; Compliance with Laws. Member will diligently install, maintain and operate the Project in a good and workmanlike manner in compliance with all applicable laws, rules, ordinances and regulations and in accordance with the specifications contained in the Worksheet.

(e) Insurance. Member will maintain in effect Public liability insurance covering the Project with combined single limits for bodily injury, property damage and personal injury of at least One Hundred Thousand Dollars (\$100,000.00) per accident or occurrence.

(f) Taxes and Assessments. Notwithstanding any provision in this Agreement to the contrary, Member shall pay and discharge, when due, all taxes, assessments and other government charges upon the Project, as well as claims for labor and materials which, if unpaid, might by law become a lien or charge upon the Project.

(g) Notices. Member will provide WPPI with copies of any notices or other material correspondence or information relating to the Project or the Loan promptly after Member's receipt of the same.

6. Default and Remedies. Upon the occurrence of an Event of Default, in addition to all remedies available to WPPI under the Loan Documents, at law or in equity, all principal of and accrued interest on the Loan shall, at the option of WPPI and without notice or demand, become immediately payable. If an Event of Default has occurred and is continuing, WPPI shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of Member. Member agrees to pay all costs of collection when incurred, whether suit be brought or not, including reasonable attorneys' fees and costs of suit and preparation therefor, and to perform and comply with each of the covenants, conditions, provisions and agreements of Member contained in the Loan Documents. The rights and remedies herein specified are cumulative and are not exclusive of any rights or remedies that WPPI would otherwise have. An "Event of Default" shall mean, at the option of WPPI, the occurrence of any one or more of the following:

(a) Payment Default. Member should fail to pay the principal of, or interest on, the Loan as and when due and payable, whether by acceleration or otherwise, and that failure is not cured within the time period (in no event shorter than three (3) business days) specified in a notice thereof given by WPPI to Member;

(b) Misrepresentation. Any representation or warranty made by Member is false or misleading in any material respect when made or deemed made or at any time;

(c) Non-Payment Default. Member fails to perform or observe any term, covenant, agreement or obligation set forth in the Loan Documents and that failure is not

cured within the time period (in no event shorter than ten (10) days) specified in a notice thereof given by WPPI to Member;

(d) Involuntary Bankruptcy. A court having jurisdiction shall enter a decree or order providing for relief in respect of Member in an involuntary case under any applicable bankruptcy, insolvency, reorganization or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Member or for any substantial part of its property, or ordering the winding up or liquidation of its affairs in such decree or order shall remain unstayed in effect for a period of ninety (90) days;

(e) Voluntary Bankruptcy. Member shall commence a voluntary case under any applicable bankruptcy insolvency reorganization or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Member or for any substantial part of its property, or shall make any general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due or shall take any action in furtherance of the foregoing; or

(f) Cross-Default. Member defaults under any other loan, understanding, contract, document or agreement between Member and WPPI.

7. Miscellaneous.

(a) Binding Effect. The parties agree that this Agreement shall be binding upon and inure to the benefit of their respective successors in interest and assigns, including any holder of the Note, provided however, Member may not assign or transfer its interest or obligations under the Loan Documents without the prior written consent of WPPI, which consent may be withheld in the sole discretion of WPPI. Nothing herein shall be interpreted or construed as creating any rights in any persons other than WPPI and Member.

(b) Governing Law. The Loan Documents and the rights and obligations of the parties thereunder shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

(c) Notices. Any notices required under this Agreement shall be effective upon mailing by certified mail, return receipt requested or upon deposit with a nationally recognized overnight courier, and addressed as follows:

To WPPI: Senior Vice President – Member and Customer Services
WPPI Energy
1425 Corporate Center Drive
Sun Prairie, WI 53590

To Member: City Administrator
City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235

(d) No Waivers. No failure or delay on the part of WPPI in exercising any right, power or privilege under the Loan Documents and no course of dealing between WPPI and Member shall operate as a waiver of any provision of the Loan Documents; nor shall any single or partial exercise of any right, power or privilege under any Loan Document preclude any other or further exercise thereof or the exercise of any other right or privilege.

(e) Headings. The headings of the sections of this Agreement have been inserted for reference and convenience only and shall not be deemed to be a part of this Agreement.

(f) Amendment and Waiver. Neither this Agreement nor any provision of this Agreement may be modified, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

(g) Integration. This Agreement and the Loan Documents contain the entire agreement between the parties relating to the subject matter hereof and supersede all oral statements and prior writings with respect thereto.

(h) Indemnity. Member hereby agrees to defend, indemnify, and hold WPPI harmless from and against any and all claims, damages, judgments, penalties, costs, and expenses (including attorney fees and court costs now or hereafter arising from the aforesaid enforcement of this clause) arising directly or indirectly from the activities of Member, its predecessors in interest, or third parties with whom it has a contractual relationship, or arising directly or indirectly from the violation of any environmental protection, health, or safety law, whether such claims are asserted by any governmental agency or any other person in connection with the Loan or the Project. This indemnity shall survive termination of this Agreement.

(i) Further Assurances. Member agrees to execute and deliver such further documents as may be reasonably requested by WPPI to effectuate the purposes of this Agreement.

(j) Severability. If any provision of this Agreement or any application of that provision is declared by a court of competent jurisdiction to be invalid or unenforceable, that invalidity or unenforceability shall not affect any other application of that provision nor the balance of the provisions of this Agreement which shall, to the fullest extent possible, remain in full force and effect, and such court shall reform such unenforceable provision so as to give the maximum permissible effect to the intentions of the parties as expressed therein.

(k) Conflict Between this Agreement and the Note. In the case of any ambiguity or conflict between this Agreement and the Note, this Agreement will control.

(l) Jury Trial Waiver. WPPI AND MEMBER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE LOAN DOCUMENTS.

(m) Maximum Rate of Interest. No provision of the Loan Documents will be deemed to require Member to pay or be liable for the payment of interest in excess of the maximum legal rate of interest (if there is any maximum) allowable under applicable law. If for any reason interest in excess of the maximum legal rate of interest is paid under the Loan Documents, as a result of acceleration or otherwise, the excess will constitute and be treated as a payment of principal under the Loan Documents, and will reduce the principal balance of the Promissory Note by the amount of the excess, or if in excess of the principal balance, the excess will be refunded to Member.

(n) Time of the Essence. Time is of the essence of the Loan Documents and every part thereof.

[Signature Page Follows]

In witness whereof, the WPPI and Member have caused this Agreement to be executed as of the date first written above.

WPPI ENERGY

By:

Tom Paque
Senior Vice President – Member and Customer Services

CITY OF STURGEON BAY

By:

(Name)
(Title)

By:

(Name)
(Title)

[Note: When executed by member municipality that is a city, the signatures of the City Clerk and either the Mayor or City Manager are required. When executed by a member municipality that is a village, the signatures of the President and the Village Clerk are required.]

EXHIBIT A

Project Information Worksheet

[See attached]



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

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

Visit our website at: www.sturgeonbaywi.org

DATE: October 29, 2012
 TO: WPPI Executive Committee
 FROM: Thad Birmingham, Mayor, City of Sturgeon Bay
 Steve McNeil, City Administrator, City of Sturgeon Bay
 SUBJ: Member Loan Application

Late last fall, Sturgeon Bay Utilities informed the City that the age and condition of the poles used to support the lighting systems at the City's three athletic fields were such that they could no longer be maintained by SBU. Through SBU's annual pole inspection process, they were deemed to be "dangerous" poles.

The athletic fields in question are owned by the City, but utilized by high school and middle school teams from the Sturgeon Bay School District (as well as from non-public schools) in addition to various City recreational leagues. The lights on these fields are used from mid-April to early-November.

An engineering firm was retained to design and specify new, more efficient lighting systems for each of the athletic fields. Following a competitive bidding process, the costs of the project are estimated as follows:

Engineering	\$ 28,800
Soil Borings	7,800
Musco Lights and Installation	475,512
Services/Ice Rink & Parking Lot Lights	<u>65,000</u>
Total Project	\$ 577,112

The need for replacing these lights has been embraced by the entire community. Youth and adult sports brings families together, reinforcing the value of competition and fair play, and encourages our society to focus on healthy activities. Donations and contributions to help fund this effort reflect the importance of these athletic fields to Sturgeon Bay:

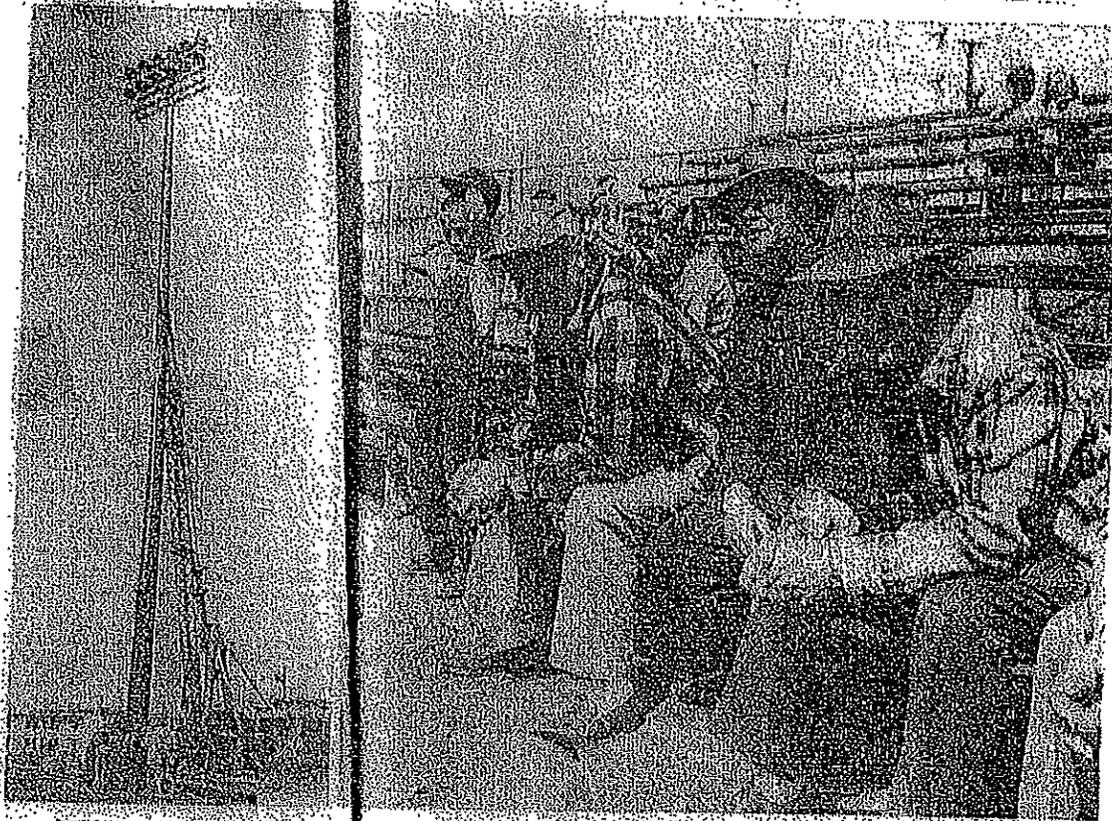
<u>Organization</u>	<u>Contribution</u>
Kreuger Trust (Legion & Little League Baseball)	\$ 45,000
Raibrook Foundation	100,000
VFW	500
American Legion	1,000

Sturgeon Bay Booster Club	20,000
Sturgeon Bay School District	75,000
WPPI Energy (Engineering Study)	<u>36,600</u>
Total Contributions	\$ 278,500

Approximately half of the project cost has been raised from sources other than the City. At this point, the City is seeking a loan of \$298,612 through WPPI Energy's Member Loan Program. While the energy savings associated with this project are less than we had hoped for, we still view them as significant given the estimated 50-year life of this system. In addition, these lighting systems are considered a critical asset for the City and surrounding communities.

DOOR COUNTY ADVOCATE, STURGEON BAY, WISCONSIN

1950



MEMORIAL FIELD GOES UP — Here are a couple of photos taken last weekend at the new Memorial Athletic field while a dozen or more different crews were rushing various jobs towards completion in time for the opening in Memorial Day. The picture at the left shows an Orlando Construction Co. crew and workers from the city utility erecting one of the 80-foot lighting poles. Watching the operations at the left are Phil Smalley, local Wisconsin Public Service Corp. manager, John Krueger of the WPSC and Utility Supt. Lloyd Herjache. The trio is seated on the new steel-frame bleachers now ready for the opening night crowd. —Reynolds photo

For reference, the original lights were installed in 1950...before there was a WPPI, joint action was being practiced in Sturgeon Bay! We'd like to continue that tradition with your help. Thank you for your consideration in this matter!

EXECUTIVE SUMMARY

TITLE: Debt issuance for athletic field lighting project

BACKGROUND: The City of Sturgeon Bay 2013 Capital budget includes the athletic field lighting project. The budget document also slated this project for financing through WPPI Energy. Attached are the loan documents supporting borrowing \$298,612.00 from WPPI Energy, one-half is an obligation of the City of Sturgeon Bay and one-half is an obligation of Sturgeon Bay Utilities. The WPPI Energy Loan Program requires that a borrowing resolution be passed by the Common Council. The attached resolution authorizes borrowing an amount not to exceed \$298,612.00 with an interest rate of 0%, a payback period of 10 years, and a 1% loan origination fee, for the purpose of financing the City's athletic field lighting project.

FISCAL IMPACT: The estimated annual fiscal impact is \$14,930.60 to the City of Sturgeon Bay and \$14,930.60 to Sturgeon Bay Utilities for principal payments, and a one-time 1% loan origination fee in the amount of \$1,493.06 to the City of Sturgeon Bay and \$1,493.06 to the Sturgeon Bay Utilities.

- OPTIONS:
- 1) Approve the attached borrowing resolution/application for the athletic field lighting project.
 - 2) Do not approve the attached borrowing resolution/application for the athletic field lighting project.

RECOMMENDATION: Approve and forward to the Common Council the borrowing resolution authorizing the Mayor and City Clerk to make application for a loan with WPPI Energy in an amount up to \$298,612.00 with an interest rate of 0%, a payback period of 10 years, and a 1% loan origination fee for the purpose of financing the City's athletic field lighting project

PREPARED BY: Valerie J. Clarizio 2/8/13
Valerie J. Clarizio Date
Finance Director/City Treasurer

REVIEWED By: Robert Bordeau 2/8/2013
Robert Bordeau Date
Municipal Services Superintendent

REVIEWED By:

James M. Stawicki
Jim Stawicki
SBU General Manager

2-7-13
Date

APPROVED BY:

Stephen McNeil
Stephen McNeil
City Administrator

2.7.13
Date