



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA  
TUESDAY, MARCH 20, 2012  
7:00 P.M.  
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN STREET  
THAD G. BIRMINGHAM, MAYOR**

- 1. Call to order.**
- 2. Pledge of Allegiance.**
- 3. Roll call.**
- 4. Adoption of agenda.**
- 5. Moment of silence in memory of Lincoln Wickmann (Aldersperson 1961 – 1965).**
- 6. Consideration of the following bills: General Fund – \$288,555.82, Capital Fund - \$355.00, TID #2 - \$437,634.79, and Solid Waste Enterprise - \$10,099.23 for a grand total of \$736,644.84. [roll call]**

**7. CONSENT AGENDA**

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

\* a. Approval of 3/6/12 regular Common Council minutes.

\* b. Approval of the following minutes:

- (1) Industrial park Development Review Team – 2/16/12
- (2) Board of Canvassers – 2/27/12
- (3) Finance/Purchasing & Building Committee – 2/28/12
- (4) Bicycle and Pedestrian Advisory Board – 3/1/12
- (5) Community Protection & Services Committee – 3/8/12
- (6) Loan Review Committee – 3/12/12

\* c. Place on the file the following reports:

- (1) Fire Department Report – February 2012
- (2) Police Department Report – February 2012
- (3) Street Department Report – February 2012

\* d. Consideration of: Beverage Operator License.

\* e. Consideration of: Temporary Class B Beer and Temporary Class B Wine license.

\* f. Consideration of: Request from Miller Art Museum to serve wine for special reception when library is not open.

- \* g. **Consideration of: Street Closure application from CJ Promotions LLC – Sidepork Fest.**
  - \* h. **Finance/Purchasing & Building Committee recommendation re: Amend Section 15.01(5) to establish a two year time frame and a one year extension for building permit duration and to amend the fee schedule to charge a renewal fee equal to the minimum permit fee for the specific type of permit being renewed.**
  - \* i. **Revolving Loan Fund Committee recommendation re: Approve loan in the amount of \$400,000 for James Olson Automotive Group, LLC to be used to purchase equipment and inventory, subject to conditions.**
8. **Mayoral appointments.**
  9. **Discussion of: U. S. Department of Homeland Security, ARRA Port Security Grant Program**
  10. **Consideration of: Contract for Market Feasibility and Business Model Study for Four Season Market.**
  11. **Community Protection & Services Committee recommendation re: Change the Compost Rules to include prohibiting chain saw use except by authorized personnel at the Compost Site.**
  12. **Finance/Purchasing & Building Committee recommendation re: Accept bid from RNOW for two 2012 Bridgeport Automated side loader refuse trucks at a total cost not to exceed \$403,544.00.**
  13. **Public comments on non-agenda items.**
  14. **Mayor's comments.**
  15. **Adjourn.**

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date:

3/16/12

Time:

12:00pm

By:

[Signature]

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 03/20/2012

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
GENERAL FUND					
REVENUE					
R0000957	I-QUIP	REF MSHA TRAINING	01-000-000-48250	45.00	
				TOTAL REVENUE	45.00
CAPITAL PROJECTS					
01764	ASSOCIATED WEALTH MANAGEMENT	GEN OBL REF BONDS	01-000-913-70000	60,000.00	
01764		GEN OBL REF BONDS	01-000-913-70001	18,753.75	
				TOTAL CAPITAL PROJECTS	78,753.75
CITY HALL / FIRE & POLICE STN					
01764	ASSOCIATED WEALTH MANAGEMENT	GO REFUNDING BONDS	01-000-920-70001	42,786.88	
				TOTAL CITY HALL / FIRE & POLICE STN	42,786.88
				TOTAL GENERAL FUND	121,585.63
MAYOR					
04696	DOOR COUNTY TREASURER	02/12 INTERNET	01-100-000-56700	2.50	
				TOTAL	2.50
				TOTAL MAYOR	2.50
CITY COUNCIL					
03101	CDW GOVERNMENT, INC.	IPAD COVER	01-105-000-54999	43.80	
03101		IPAD COVERS	01-105-000-54999	175.20	
				TOTAL	219.00
				TOTAL CITY COUNCIL	219.00
LAW/LEGAL					
BUELOW	BUELOW, VETTER, BUIKEMA,	PROFESSIONAL SERVICES	01-110-000-57900	3,440.00	
				TOTAL	3,440.00
				TOTAL LAW/LEGAL	3,440.00
CITY CLERK-TREASURER					
04696	DOOR COUNTY TREASURER	02/12 INTERNET	01-115-000-56700	10.00	
13920	ASSOC. OF PUBLIC TREASURERS OF	MEMBERSHIP DUES 7/1/12-9/30/12	01-115-000-56000	35.00	
				TOTAL	45.00
				TOTAL CITY CLERK-TREASURER	45.00

INVOICES DUE ON/BEFORE 03/20/2012

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
ADMINISTRATION				
04696	DOOR COUNTY TREASURER	02/12 INTERNET	01-120-000-56700	5.00
TOTAL				5.00
TOTAL ADMINISTRATION				5.00
COMPUTER				
03101	CDW GOVERNMENT, INC.	IPAD COVER	01-125-000-54999	43.80
04696	DOOR COUNTY TREASURER	02/12 TECH SUPPORT	01-125-000-55550	2,500.00
TOTAL				2,543.80
ADMIN. COMPUTER				
17700	QUILL CORPORATION	COMPUTER LABELS	01-125-201-52800	23.02
TOTAL ADMIN. COMPUTER				23.02
TOTAL COMPUTER				2,566.82
CITY ASSESSOR				
04696	DOOR COUNTY TREASURER	02/12 INTERNET	01-130-000-56700	7.50
ASSO APP	ASSOCIATED APPRAISAL	03/20/12 CONTRACT	01-130-000-55010	1,245.83
TOTAL				1,253.33
TOTAL CITY ASSESSOR				1,253.33
BUILDING/ZONING CODE ENFORCEMENT				
04696	DOOR COUNTY TREASURER	02/12 INTERNET	01-140-000-56700	2.50
09223	INDEPENDENT INSPECTIONS, LTD	02/12 PERMITS	01-140-000-55010	817.29
TOTAL				819.79
TOTAL BUILDING/ZONING CODE ENFORCEMENT				819.79
MUNICIPAL SERVICES ADMIN.				
03133	CELLCOM WISCONSIN RSA 10	02/12 CELL SERVICE	01-145-000-58250	17.21
04696	DOOR COUNTY TREASURER	02/12 INTERNET	01-145-000-56700	5.00
TOTAL				22.21
TOTAL MUNICIPAL SERVICES ADMIN.				22.21
PUBLIC WORKS ADMINISTRATION				
03133	CELLCOM WISCONSIN RSA 10	02/12 CELL SERVICE	01-150-000-58250	43.72
03767	STAPLES ADVANTAGE	LEAD, PENS, PAPER, LEGAL PADS	01-150-000-51950	69.99

INVOICES DUE ON/BEFORE 03/20/2012

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
04696	DOOR COUNTY TREASURER	02/12 INTERNET	01-150-000-56700	8.75
19302	SKILLPATH SEMINARS	SUPERVISOR CONF LYNCH	01-150-000-55600	149.00
TOTAL				271.46
TOTAL PUBLIC WORKS ADMINISTRATION				271.46
CITY HALL				
04575	DOOR COUNTY HARDWARE	RECEPTACLE & WALL PLATE	01-160-000-54999	11.98
04575		SWITCH	01-160-000-54999	6.49
04575		KEY	01-160-000-54999	2.98
04696	DOOR COUNTY TREASURER	02/12 INTERNET	01-160-000-56700	2.50
19880	STURGEON BAY UTILITIES	421 MICHIGAN ST	01-160-000-56150	2,619.29
19880		421 MICHIGAN ST	01-160-000-58650	259.52
WARNER	WARNER-WEXEL WHOLESALE &	CASE ROLL TOWELS	01-160-000-51850	59.43
TOTAL				2,962.19
TOTAL CITY HALL				2,962.19
INSURANCE				
BH	BURKART HEISDORF INSURANCE	03/12 GENERAL LIABILITY	01-165-000-56400	2,842.00
BH		03/12 POLICE LIABILITY	01-165-000-57150	1,072.00
BH		03/12 PUBLIC OFFICIALS	01-165-000-57400	1,079.00
BH		03/12 AUTO LIABILITY	01-165-000-55200	1,618.00
BH		03/12 AUTO PHY DAMAGE	01-165-000-55200	1,110.00
BH		03/12 WORK COMP	01-165-000-58750	14,987.00
TOTAL				22,708.00
TOTAL INSURANCE				22,708.00
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	02/12 CH PHONE	01-199-000-58200	169.26
04696		02/12 FD PHONE	01-199-000-58200	26.76
04696		02/12 MS PHONE	01-199-000-58200	68.85
04696		02/12 PH PHONE	01-199-000-58200	90.44
08167	GANNETT WISCONSIN NEWSPAPERS	ORD & BID	01-199-000-57450	455.90
08167		PHN BEGLEY	01-199-000-57450	44.77
PITNEY	PITNEY BOWES GLOBAL	RENTAL CHARGES	01-199-000-57250	136.00
TOTAL				991.98
TOTAL GENERAL EXPENDITURES				991.98
POLICE DEPARTMENT				
02208	BAYCOM INC.	TOUCH SCREEN REPAIR	01-200-000-55500	448.14
02208		SPARE SQUAD PRINTER	01-200-000-55500	243.00

INVOICES DUE ON/BEFORE 03/20/2012

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
04696	DOOR COUNTY TREASURER	02/12 INTERNET	01-200-000-56700	35.00
08167	GANNETT WISCONSIN NEWSPAPERS	TRANSPARENCY FILM	01-200-000-51950	23.37
17700	QUILL CORPORATION	TONER	01-200-000-51600	278.98
HENRY	CLINT HENRY	REG BOAT PATROL TRAINING	01-200-000-55600	20.00
JB	JB EXPRESS INC.	PACKAGING & SHIPPING	01-200-000-57250	72.88
LEC	LEC TRAINING FUND	TRAINING BRINKMAN	01-200-000-55600	150.00
LEC		TRAINING PORTER	01-200-000-55600	150.00
TIGER	TIGERDIRECT.COM	10 - 32 GB DRIVES	01-200-000-55500	626.53
TOTAL				2,047.90
TOTAL POLICE DEPARTMENT				2,047.90
POLICE DEPARTMENT/PATROL				
02005	BAY ELECTRONICS, INC.	TWO WAY RADIO REPAIR	01-215-000-57550	60.00
02329	JOE BILODEAU	REIMB OUT OF TOWN FUEL	01-215-000-51650	53.62
03133	CELLCOM WISCONSIN RSA 10	03/12 CELL SERVICE	01-215-000-58999	396.39
03133		03/12 CELL SERVICE	01-215-000-58250	307.68
04545	DOOR COUNTY COOPERATIVE	USB CABLE	01-215-000-54999	16.99
04545		VELCRO TAPE	01-215-000-54999	9.99
04575	DOOR COUNTY HARDWARE	KEY	01-215-000-54999	1.99
04575		PLASTIC TAPE	01-215-000-54999	10.47
06592	FOX VALLEY TECHNICAL COLLEGE	OFPCR INVLD IN SHOOTING MOGEN	01-215-000-55600	99.00
06650	GALLS, AN ARAMARK COMPANY	2 NAME PLATES MEISNER	01-215-000-52900	14.87
15890	PACK AND SHIP PLUS	10-33 PROGRAM SHIPPING	01-215-000-54999	21.99
15890		10-33 PROGRAM SHIPPING	01-215-000-54999	9.40
15890		10-33 PROGRAM SHIPPING	01-215-000-54999	235.00
15890		10-33 PROGRAM SHIPPING	01-215-000-54999	290.00
15890		10-33 PROGRAM SHIPPING	01-215-000-54999	10.71
19324	STEVEN SOUTH	REIMB MEALS & LODGING	01-215-000-55600	114.15
19324		MEAL SPEAR TRAINING	01-215-000-55600	5.96
19580	STREICHERS PROF POLICE EQUIP	PRACTICE AMMO	01-215-000-52900	118.00
19580		FLASHLIGHT POUCH	01-215-000-51050	12.99
21450	THE UNIFORM SHOPPE	UNDER ARMOR PELLIZZER	01-215-000-52900	109.98
21450		UNIFORMS COYHIS	01-215-000-52950	1,155.40
23828	WITT PENINSULA FORD LINCOLN	REPL BELT & IDLER PULLEY	01-215-000-58600	99.77
23828		LOF	01-215-000-58600	24.95
23828		LOF, ROTATE TIRES	01-215-000-58600	37.90
23828		TBI CLEANER & WATERPUMP	01-215-000-58600	223.01
23828		REPL MANIFOLD & WATERPUMP	01-215-000-58600	766.46
HENRY	CLINT HENRY	SADDLE MOUNT FOR 870 SHOTGUN	01-215-000-51050	31.58
LEC	LEC TRAINING FUND	TRAINING HOUGAARD	01-215-000-55600	150.00
LEC		TRAINING ZAGER	01-215-000-55600	150.00
PELL	DAN PELLIZZER	REIMB MEALS HOMELAND SEC TRNG	01-215-000-55600	54.08
R0000760	UNIFORM & ACCS WAREHOUSE	DUTY BAG FOR CSO SQUAD	01-215-000-52950	32.98
TASSOUL	MARKUS TASSOUL	REIMB MEALS TRNG CRIME 123	01-215-000-55600	14.48
TASSOUL		REIMB LUNCH SPEAR TRNG	01-215-000-55600	10.60
TOTAL				4,650.39
TOTAL POLICE DEPARTMENT/PATROL				4,650.39

FIRE DEPARTMENT

INVOICES DUE ON/BEFORE 03/20/2012

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
02001	RED THE UNIFORM TAYLOR	MIKE SMITH PANTS	01-250-000-52900	228.59
02206	BAY MARINE	WATER MOPS, BLADES & HANDLES	01-250-000-53000	484.36
02275	BENDLIN FIRE EQUIPMENT	GEAR STRAP WRITT	01-250-000-52900	36.00
02275		FIRE BOOTS SOUKUP	01-250-000-52900	228.00
02275		SCBA RELIEF VALVE	01-250-000-56250	79.05
03075	CARQUEST OF DOOR COUNTY	FUEL FILTER	01-250-000-53000	20.66
03075		HALOGEN BULB	01-250-000-53000	20.05
03075		RELAY & POLISH	01-250-000-53000	27.52
03075		TRANS OIL & FILTER	01-250-000-53000	211.13
03075		ATF	01-250-000-53000	19.98
03075		TRANS FIX & FILTER	01-250-000-53000	25.66
03133	CELLCOM WISCONSIN RSA 10	02/12 CELL SERVICE	01-250-000-58250	7.04
03133		02/12 CELL SERVICE	01-250-000-58250	7.04
03159	CHARTER COMMUNICATIONS	WEST SIDE CABLE	01-250-000-54999	6.97
04150	DE JARDIN CLEANERS LLC	SEW PATCH	01-250-000-54999	5.75
04545	DOOR COUNTY COOPERATIVE	NUTS & BOLTS	01-250-000-54999	1.08
04545		WATERPROOF FREASE	01-250-000-53000	25.17
04575	DOOR COUNTY HARDWARE	HEAT SHRINK TUBING	01-250-000-53000	6.58
04575		FASTNERS	01-250-000-54999	4.92
04575		SOCKET & WRENCH SET	01-250-000-52700	67.98
04575		CERTIFICATES	01-250-000-52700	-25.00
04575		GLUE	01-250-000-54999	5.99
04575		SHOVEL & TAPE	01-250-000-54999	10.48
04575		WIRE BRUSHES, SWITCH, BUFF WHL	01-250-000-54999	43.91
04575		BUFF WHEEL, ARBOR ADPTR	01-250-000-54999	13.98
04575		BUCKLE RELEASE, BATTERY	01-250-000-54999	8.28
04696	DOOR COUNTY TREASURER	02/12 INTERNET	01-250-000-56700	12.50
08260	TIM HERLACHE	DEFIB BATTERY PACK	01-250-000-56250	175.50
13320	JEFFERSON FIRE & SAFETY, INC	COMPRESSION O-RINGS	01-250-000-56250	11.05
19880	STURGEON BAY UTILITIES	421 MICHIGAN ST	01-250-000-56675	40.00
19880		TRUCK FILL	01-250-000-56675	36.00
19880		N MADISON AVE SPRINKLER	01-250-000-56675	6.70
19880		PEN ST DOCK	01-250-000-56675	6.70
19880		1018 GREEN BAY RD SIREN	01-250-000-56150	15.45
19880		EAST SIDE DOCK	01-250-000-56675	2.70
19880		107 N 1ST AVE MARINA RESTROOM	01-250-000-56675	21.30
19880		N 1ST AVE CITY PARKING RAMP	01-250-000-56675	2.70
19880		48 KENTUCKY ST DOCK	01-250-000-56675	6.70
19880		48 KENTUCKY ST CITY MARINA	01-250-000-56675	21.30
23828	WITT PENINSULA FORD LINCOLN	TRANS FILTER & GASKET	01-250-000-53000	30.55
CJ	CJ WORKS, LLC	02/12 LAUNDRY	01-250-000-56800	81.00
MARION	MARION BODY WORKS, INC.	UNIT #8 LATCH	01-250-000-53000	27.00
PAULCONW	PAUL CONWAY SHIELDS	HELMET PARTS	01-250-000-54999	195.00
WARNER	WARNER-WEXEL WHOLESALE &	URINAL BLOCKS	01-250-000-54999	9.65
		TOTAL		2,272.97
		TOTAL FIRE DEPARTMENT		2,272.97
ROADWAYS/STREETS				
08225	HERLACHE SMALL ENGINE	3 CHAIN SAW CHAINS	01-400-000-51400	48.60
		TOTAL		48.60
		TOTAL ROADWAYS/STREETS		48.60

INVOICES DUE ON/BEFORE 03/20/2012

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
SNOW REMOVAL				
04696	DOOR COUNTY TREASURER	240 GALLONS SALT BRINE	01-410-000-52400	39.94
14962	NORTHERN TOOL EQUIPMENT CO	HYD CYLINDER	01-410-000-51400	171.16
19959	SUPERIOR CHEMICAL CORP	2 CASES TUF GEL	01-410-000-51400	255.37
R0000556	D&A MACHINING, LLC	MAKE 1 PIN & 2 BUSHINGS	01-410-000-51400	43.00
R0000655	TRANSMOTION, LLC	HYD COUPLINGS	01-410-000-51400	160.56
TOTAL				670.03
TOTAL SNOW REMOVAL				670.03
STREET SIGNS AND MARKINGS				
04575	DOOR COUNTY HARDWARE	2 FLOOR FLANGE, DRILL BIT	01-420-000-52550	47.26
04575		FASTNERS & DRILL BIT	01-420-000-52550	9.08
04575		EXCHANGE FASTNERS	01-420-000-52550	11.19
04575		FASTNERS	01-420-000-52550	61.98
TOTAL				129.51
TOTAL STREET SIGNS AND MARKINGS				129.51
STREET MACHINERY				
01720	ARING EQUIPMENT COMPANY INC	SHIMS, SEALING RINGS, SCRAPERS	01-450-000-53000	159.73
03075	CARQUEST OF DOOR COUNTY	HYD OIL & PURPLE CLEANER	01-450-000-53000	183.94
03075		PURPLE CLNR, BLUE CORAL, FLTR	01-450-000-52150	58.54
03075		OIL FILTERS	01-450-000-52150	69.27
03075		2 BATTERIES	01-450-000-53000	182.54
03075		CORE RETURN	01-450-000-53000	-28.00
03075		WIPER BLADES	01-450-000-53000	38.86
03075		RECHARGABLE LED LIGHT	01-450-000-52700	44.95
03075		8G-8MP	01-450-000-52150	18.12
03075		GREASE GUN WHIP	01-450-000-52150	42.63
03075		OIL PRESS SENDER	01-450-000-52150	19.11
03075		CABLETIE	01-450-000-52150	-23.80
04545	DOOR COUNTY COOPERATIVE	HYD OIL	01-450-000-53000	39.85
04575	DOOR COUNTY HARDWARE	UTILITY HOSE	01-450-000-53000	50.83
04575		BATTERIES	01-450-000-52150	20.97
04575		HEX BUSHINGS	01-450-000-53000	9.96
06012	FASTENAL COMPANY	RESTOCK BOLT BIN	01-450-000-53000	112.87
15890	PACK AND SHIP PLUS	RETURN SHIPPING	01-450-000-54999	10.26
15890		RETURN SHIPPING	01-450-000-54999	10.26
20725	T R COCHART TIRE CENTER	REPAIR FLATS & O-RINGS	01-450-000-53000	90.00
TOTAL				1,110.89
TOTAL STREET MACHINERY				1,110.89
CITY GARAGE				
04545	DOOR COUNTY COOPERATIVE	2 WRENCHES	01-460-000-52700	23.98
04575	DOOR COUNTY HARDWARE	TUBE & HOSE MENDER	01-460-000-56250	10.23
04575		BOLTS	01-460-000-52700	2.38

INVOICES DUE ON/BEFORE 03/20/2012

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
04575		COPPER NAILS	01-460-000-55300	7.49
06012	FASTENAL COMPANY	8 ASST DRILL BITS	01-460-000-52700	25.33
HOTSY	HOTSY CLEANING SYSTEMS, INC	MAINT PRESSURE WASHER	01-460-000-58999	112.00
TOTAL				181.41
TOTAL CITY GARAGE				181.41
CELEBRATION & ENTERTAINMENT				
04575	DOOR COUNTY HARDWARE	DECK SCREWS	01-480-000-51550	10.49
TOTAL				10.49
TOTAL CELEBRATION & ENTERTAINMENT				10.49
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	1536 EGG HARBOR RD TRFC LIGHTS	01-499-000-58000	35.50
19880		N 14TH AVE & EGG HARBOR TRFC	01-499-000-58000	35.50
19880		WS TRAFFIC LIGHTS	01-499-000-58000	35.50
19880		ORNAMENTAL ST LIGHTS	01-499-000-58000	6,351.22
19880		OVERHEAD ST LIGHTS	01-499-000-58000	9,636.00
19880		808 S DULUTH AVE SIGN	01-499-000-58000	8.68
19880		WALNUT DR & LANSING SIGN	01-499-000-58000	8.99
19880		EAST SIDE DOCK	01-499-000-58000	75.30
19880		SHIPYARD DEVELOPMENT	01-499-000-58000	398.92
19880		OLD HWY RD SIGN	01-499-000-58000	19.00
TOTAL				16,604.61
TOTAL HIGHWAYS - GENERAL				16,604.61
PARK & RECREATION ADMIN				
03133	CELLCOM WISCONSIN RSA 10	02/12 CELL SERVICE	01-500-000-58250	7.85
03133		02/12 CELL SERVICE	01-500-000-58250	95.82
03133		02/12 CELL SERVICE	01-500-000-58250	7.04
04696	DOOR COUNTY TREASURER	02/12 INTERNET	01-500-000-56700	3.75
19865	STURGEON BAY SCHOOL DISTRICT	BUS TO GB GAMBLERS	01-500-000-52250	184.04
TOTAL				298.50
TOTAL PARK & RECREATION ADMIN				298.50
PARKS AND PLAYGROUNDS				
03075	CARQUEST OF DOOR COUNTY	FITTING & HOSE CLAMP	01-510-000-54999	3.43
03075		SYNTHETIC LUBE	01-510-000-54999	11.49
03075		TUBE OF FORM A GASKET	01-510-000-54999	3.86
03075		MOTOR ASBLY GREASE & SCRAPER	01-510-000-54999	19.68
03075		BRAKE PADS & ROTORS	01-510-000-53000	115.99

INVOICES DUE ON/BEFORE 03/20/2012

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
03075		HYDRO FLUID & FUEL FILTER	01-510-000-53000	109.30
03075		HYD FITTING	01-510-000-53000	17.51
03075		BRAKE PADS & ROTORS	01-510-000-53000	126.72
03075		AIR FILTERS & HYD TRANS FILTER	01-510-000-53000	64.69
03075		OIL, AIR & FUEL FILTERS, PLUGS	01-510-000-53000	53.32
04575	DOOR COUNTY HARDWARE	TOOL BOX, GRND WHEEL, FILE	01-510-000-51400	23.98
04575		HARDWARE	01-510-000-54999	2.00
04575		SHELF	01-510-000-52550	39.99
04575		BRUSHES	01-510-000-54999	6.58
04575		FASTNERS	01-510-000-54999	3.00
04575		SANDPAPER	01-510-000-52100	7.98
04575		DRILL BIT & SURGE STRIP	01-510-000-54999	26.48
04575		WDRYL LTX TONER CEDAR	01-510-000-52100	27.99
04575		PAINT BRUSHES	01-510-000-54999	18.48
04575		PAINT THINNER	01-510-000-54999	10.49
08225	HERLACHE SMALL ENGINE	REBUILD EDGER SMALL ENGINE	01-510-000-51750	48.45
08225		AIR & PRE FILTER	01-510-000-54999	10.70
19959	SUPERIOR CHEMICAL CORP	DUMPSTER BREATH, HAND SWIPES	01-510-000-54999	350.45
20725	T R COCHART TIRE CENTER	TUBE	01-510-000-54999	10.00
25900	ZOERBS PAINT	WHITE SIGN PAINT	01-510-000-54999	21.40
		TOTAL		1,133.96
		TOTAL PARKS AND PLAYGROUNDS		1,133.96
BALLFIELDS				
02227	BEACON ATHLETICS	2 55' DOUBLE BATTING CAGES	01-520-000-54999	7,198.00
04575	DOOR COUNTY HARDWARE	QUICK LINK CHAIN	01-520-000-54999	8.47
		TOTAL		7,206.47
		TOTAL BALLFIELDS		7,206.47
WATERFRONT PARKS & WALKWAYS				
19880	STURGEON BAY UTILITIES	W LARCH ST WALKWAY LIGHTS	01-570-000-56150	111.61
19880		W LARCH ST PARKING LOT	01-570-000-56150	47.92
19880		48 KENTUCKY ST WTR FRT	01-570-000-56150	284.82
19880		107 N 1ST AVE MARINA RESTROOM	01-570-000-56150	70.49
19880		107 N 1ST AVE MARINA RESTROOM	01-570-000-58650	49.13
19880		N 1ST AVE CITY PARKING RAMP	01-570-000-56150	406.13
VIK	VIKING ELECTRIC SUPPLY	2 175 WATT BULBS	01-570-000-54999	47.48
		TOTAL		1,017.58
		TOTAL WATERFRONT PARKS & WALKWAYS		1,017.58
EMPLOYEE BENEFITS				
02274	BENEFIT ADVANTAGE INC.	COBRA FEES	01-600-000-50510	25.00
03780	COUNSELING ASSOCIATES OF DC	MONTHLY EAP	01-600-000-56553	150.83
23674	WISCONSIN DEPT OF WORFORCE	02/12 UNEMPLOYMENT	01-600-000-50370	585.99

INVOICES DUE ON/BEFORE 03/20/2012

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
			TOTAL	761.82
			TOTAL EMPLOYEE BENEFITS	761.82
COMMUNITY & ECONOMIC DEVLPMT				
04696	DOOR COUNTY TREASURER	02/12 INTERNET	01-900-000-56700	5.00
17700	QUILL CORPORATION	YELLOW INK CART	01-900-000-51950	32.74
17700		4 INK CARTS	01-900-000-51950	122.56
17700		EXCHANGE INK CART	01-900-000-51950	-32.73
			TOTAL	127.57
			TOTAL COMMUNITY & ECONOMIC DEVLPMT	127.57
			TOTAL GENERAL FUND	195,165.61
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
04696	DOOR COUNTY TREASURER	02/12 INTERNET	21-000-000-56700	100.00
MANN	MANN COMMUNICATIONS, LLC	DVD'S TO LIBRARY	21-000-000-58999	45.00
MANN		ROGER COUNCIL PREVIEWS	21-000-000-58999	105.00
MANN		ROGER CANDIDATE FORUM	21-000-000-55015	105.00
			TOTAL CABLE TV / GENERAL	355.00
			TOTAL CABLE TV / GENERAL	355.00
			TOTAL CABLE TV	355.00
TID #2 DISTRICT				
TID DISTRICT #2				
TID #2 A AREA BONDS - CITY				
01764	ASSOCIATED WEALTH MANAGEMENT	TID #2	25-320-930-70001	170.30
01764		GO REFUNDING BONDS	25-320-930-70001	11,356.25
			TOTAL TID #2 A AREA BONDS - CITY	11,526.55
TID #2 A AREA BONDS - DVL				
01764	ASSOCIATED WEALTH MANAGEMENT	TID #2	25-320-931-70001	2,157.15
01764		GO REFUNDING BONDS	25-320-931-70001	46,327.50
			TOTAL TID #2 A AREA BONDS - DVL	48,484.65
T2 ROAD PROJECTS				
01764	ASSOCIATED WEALTH MANAGEMENT	TID #2	25-320-932-70001	3,775.01
01764		GEN OBL REFUNDING BONDS	25-320-932-70001	54,006.25
			TOTAL T2 ROAD PROJECTS	57,781.26
T2 SERIES 2006A				

INVOICES DUE ON/BEFORE 03/20/2012

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
TID #2 DISTRICT				
T2 SERIES 2006A				
T2 SERIES 2006A				
01764	ASSOCIATED WEALTH MANAGEMENT	TID #2	25-320-933-70001	22,281.08
01764		WATERFRONT REDEV AUTHORITY	25-320-933-70000	297,561.25
TOTAL T2 SERIES 2006A				319,842.33
TOTAL TID DISTRICT #2				437,634.79
TOTAL TID #2 DISTRICT				437,634.79
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
03075	CARQUEST OF DOOR COUNTY	SLACK ADJUSTER	60-000-000-53000	26.17
20725	T R COCHART TIRE CENTER	TIRE DISPOSAL	60-000-000-58300	42.00
20725		TIRE DISPOSAL	60-000-000-58300	6.00
DC WASTE	DOOR COUNTY WASTE & RECYCLING	PAPER & CO-MINGLED	60-000-000-58350	1,211.84
DC WASTE		148.24 TONS GARBAGE	60-000-000-58300	8,518.05
LODAL	LODAL , INC	SLACK ADJUSTERS	60-000-000-53000	282.30
LODAL		SHIPPING	60-000-000-53000	12.87
TOTAL SOLID WASTE ENTERPRISE FUND				10,099.23
TOTAL SOLID WASTE ENTERPRISE FUND				10,099.23
TOTAL SOLID WASTE ENTERPRISE				10,099.23
TOTAL ALL FUNDS				643,254.63

**MANUAL CHECKS**

Benefit Advantage 02/10/12 Check #69879 Cobra & caf plan fees 01-600-000-50510	\$ 385.50
BP Amoco 02/15/12 Check #69880 Out of town fuel 01-215-000-51650	\$ 134.81
Benefit Advantage 03/05/12 Check #70002 Cobra & caf plan fees 01-600-000-50510	\$ 148.50
Door County Treasurer 03/05/12 Check #70003 BCI parcel taxes 01-130-000-59190	\$ 2,498.08
Shell Credit Card 03/06/12 Check #70004 Out of town fuel 01-215-000-51650	\$ 125.98
WPPI 03/07/12 ACH Health insurance Misc accounts	\$ 84,781.56
WPPI 03/07/12 ACH Dental insurance Misc accounts	\$ 5,315.78
<b>TOTAL MANUAL CHECKS</b>	<b>\$ 93,390.21</b>

INVOICES DUE ON/BEFORE 03/20/2012

VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE

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SUMMARY OF FUNDS:

GENERAL FUND	<del>195,165.61</del>	288,555.82
CABLE TV	355.00	
TID #2 DISTRICT	437,634.79	
SOLID WASTE ENTERPRISE	10,099.23	
TOTAL --- ALL FUNDS	<del>643,254.63</del>	736,644.84

*James Cloutier* 3-13-2012  
*Janay B. Wilson* 3-13-2012  
*Rebecca* 3-13-2012

COMMON COUNCIL  
March 6, 2012

A meeting of the Common Council was called to order at 7:00 p.m. by Mayor Birmingham. The Pledge of Allegiance was recited. Roll call: Ald. Vandertie, Lodi, Abeyta, Stutting, Fett and Schlicht were present. Ald. Wiegand was excused.

Fett/Schlicht to adopt agenda moving item 6e from the consent agenda to the regular agenda. Carried.

Wiegand/Schlicht to approve bills: General Fund – \$4,908,385.32, Capital Fund - \$24,677.18, Cable TV - \$4,423.20, TID #2 - \$56,801.85, TID #3 - \$492.00, and Solid Waste Enterprise - \$4,074.27 for grand total of \$4,998,853.82. Roll call: All voted aye. Carried.

Abeyta/Fett to approve consent agenda:

- a. Approval of 2/21/12 regular Common Council minutes.
- b. Approval of the following minutes:
  - (1) Fire & Police Commission – 2/13/12
  - (2) City Plan Commission – 2/15/12
  - (3) Parking & Traffic Committee – 2/20/12
- c. Place on file the following reports:
  - (1) Fire Department Annual Report – 2011
- d. Consideration of: Beverage Operator License.
- e. ~~Parking & Traffic Committee recommendation re: Install "No Parking Between Signs" on the north side of Iowa Street from crosswalk at 3<sup>rd</sup> Avenue westerly approximately 250 feet toward 4<sup>th</sup> Avenue.~~  
Removed from consent and place on regular agenda.

Carried.

There were no Mayoral appointments.

Stutting/Abeyta to read in title only and adopt ordinance re: Repeal and recreate Section 20.35(3) of the Municipal Code – Zoning Code. Roll call: Lodi, Abeyta, Stutting, and Fett voted aye. Wiegand and Schlicht voted no. Carried.

RECOMMENDATION

We, the Parking & Traffic Committee, hereby recommend to install "No Parking Between Signs" on the north side of Iowa Street from the crosswalk at 3<sup>rd</sup> Avenue westerly approximately 250 feet toward 1<sup>st</sup> Avenue.

PARKING & TRAFFIC COMMITTEE

By: Robert Schlicht, Chr.

Introduced by Schlicht. Schlicht/Fett to adopt. Carried with Lodi voting no.

Schlicht/Vandertie to move both existing "NO PARKING HERE TO CORNER" signs on North 3<sup>rd</sup> Avenue, at Florida and Iowa Streets, further to the north, approximately 25 feet. Discussion took place regarding the parking on North 3<sup>rd</sup> Avenue. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to accept the proposal from United Development Group, LLC to purchase the land, located at 1423 Egg Harbor Road, parcel #281-62-1100-0105, in the amount of \$240,000.00 and construct the project as per the drawings presented.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: James Abeyta, Chr.

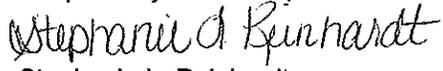
Introduced by Abeyta. Abeyta/Schlicht to adopt. Carried.

No one spoke during public comment.

The Mayor made his comments.

Abeyta/Fett to adjourn. Carried. The meeting adjourned at 7:19 p.m.

Respectfully submitted,

Handwritten signature of Stephanie L. Reinhardt in cursive script.

Stephanie L. Reinhardt  
City Clerk

**Industrial Park Development Review Team**  
Thursday, February 16, 2012

A meeting of the Industrial Park Development Review Team was called to order at 12:03 p.m. by Chairperson James Abeyta in Community Room, City Hall, 421 Michigan Street.

**Roll call:** Members James Abeyta, Bill Murrock, and Sandy Hurley were present. Also present were alternate Bill Chaudoir, Dave O'Brien of Bayland Buildings, Community Development Director Marty Olejniczak, and Community Development Secretary Cheryl Nault.

**Adoption of Agenda:** Moved by Mr. Abeyta, seconded by Ms. Hurley to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from November 9, 2011.
4. Consideration of: Proposed addition for Hatco Corporation, 1118 S. Neenah Avenue.
5. Adjourn.

Carried.

**Approval of minutes from November 9, 2011:** Moved by Mr. Abeyta, seconded by Mr. Murrock to approve the minutes from November 9, 2011. Carried.

**Consideration of: Proposed addition for Hatco Corporation 1118 S. Neenah Avenue:** Bayland Buildings representative Dave O'Brien presented plans for a 1200 sq. ft. addition for a health clinic that would be added to the front of their building. The clinic would be available for the employees as well as their families. The masonry construction will match what is currently there. The existing plants and bushes in front of the building will be relocated with the addition. They would like to start construction in three weeks and be occupied by June.

Mr. Olejniczak stated that the addition complies with all zoning requirements other than planting one canopy-type tree since 11 parking spaces will be added. Stormwater approval is also needed from the City Engineer.

After discussion, it was moved by Mr. Murrock, seconded by Ms. Hurley to approve the plans as presented, subject to stormwater approval by the City Engineer and planting of one canopy-type tree within 10 feet of the perimeter of the new parking area. Carried.

**Adjourn.** Moved by Mr. Abeyta, seconded by Mr. Murrock to adjourn. Carried. Meeting adjourned at 12:15 p.m.

Respectfully submitted,

  
Cheryl Nault  
Community Development Secretary

**BOARD OF CANVASSERS**  
**February 27, 2012**

A meeting of the Board of Canvassers was called to order at 9:30 a.m. by Chairperson Reinhardt in Council Chambers, City Hall. Roll call: Members Reinhardt, Clarizio and Allen were present.

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

1. Roll call.
2. Adoption of agenda.
3. Canvass the results of the February 21, 2012 Spring Primary.
4. Adjourn.

Carried.

The members of the Board of Canvassers reviewed the primary election results from Districts 2 in the City of Sturgeon Bay from the February 21, 2012.

Since the change in election law, absentees and provisional ballots that are received by 4:00 pm on the Friday following the election are counted in the final canvass.

There were three outstanding absentees at the close of the election. One absentee was returned by the 4:00 p.m. following the election deadline. The absentee was opened and tallied. There was an increase by one vote for Ronald A Vandertie.

There were no provisional ballots.

The final results are:

Ronald A. Vandertie – 148  
John C. Lodi – 70  
Cindy L. Weber – 86  
Write-In – 1

A motion was made by Allen/Clarizio to accept the results from the February 21, 2012 Primary Election. Carried.

A motion was made by Reinhardt/Clarizio to adjourn. Carried. The meeting adjourned at 9:35 a.m.

Respectfully submitted,

Stephanie L. Reinhardt  
City Clerk

**FINANCE/PURCHASING & BUILDING COMMITTEE**  
**February 28, 2012**

A meeting of the Finance/Purchasing & Building Committee was called to order at 7:04 p.m. by Chairperson Abeyta in Council Chambers, City Hall. Roll call: Alderperson Abeyta, Alderperson Schlicht, and Alderperson Wiegand were present. Also present: Mayor Birmingham, Alderperson Stutting, Alderperson Fett, City Administrator McNeil, Finance Director/City Treasurer Clarizio, Community Development Director Olejniczak, members of the general public, and Office/Accounting Assistant II Flinn.

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

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Request from Sturgeon Bay Yacht Club to defer annual real estate rental fee.
4. Consideration of: Convene in closed session in accordance with the following exemptions:
  - a. Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis.Stats. 19.85(1)(e)

Consideration of: Sale of City property located at 1423 Egg Harbor Road.

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

5. Consideration of: Sale of City property located at 1423 Egg Harbor Road.
6. Consideration of: Building permit expiration and renewal fee.
7. Review of unfinished business list.
8. Review bills.
9. Adjourn.

Carried.

Request from Sturgeon Bay Yacht Club to defer annual real estate rental fee was the first item discussed. Collin Jeanquart, representing Sturgeon Bay Yacht Club, stated that the Sturgeon Bay Yacht Club has changed their member dues year from December 1<sup>st</sup> to June 1<sup>st</sup>. Therefore, their cash flow has changed. The Sturgeon Bay Yacht Club is requesting that the due date of the annual real estate rental fee be postponed to June 15, 2012. Finance Director/City Treasurer Clarizio stated that their agreement does not mention a penalty or fee for payment deferral. Moved by Alderperson Wiegand, seconded by Alderperson Schlicht to honor the request from Sturgeon Bay Yacht Club to defer the annual real estate rental fee for 2012 from February 7, 2012 to June 15, 2012. Carried.

After the Chairman announced the statutory basis, it was moved by Alderperson Abeyta, seconded by Alderperson Schlicht to convene in closed session. Roll call: All voted aye. Carried. The meeting moved to closed session 7:10 p.m.

The meeting reconvened in open session at 7:25 p.m.

Moved by Alderperson Schlicht, seconded by Alderperson Wiegand to recommend to the Common Council to accept the proposal from United Development Group, LLC to purchase the land, located at 1423 Egg Harbor Road, parcel #281-62-1100-0105, in the amount of \$240,000.00 and construct the project as per the drawings presented. Carried.

Community Development Director Olejniczak explained the building permit expiration and renewal fee to the Committee. He stated that at the present time the City Ordinance, Section 15.01(5), states that work contemplated under an issued building permit must be completed within one year of permit issuance. It further states that an extension may be granted by the building inspector. He continued that the state of Wisconsin allows permits to be effective for two years, as well as Independent Inspection LTD's policy. For the past several years the City has been granting permits for two years. However, the ordinance should be updated to reflect the change.

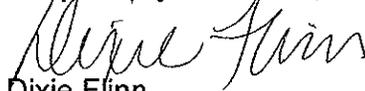
Mr. Olejniczak added that another issue is that neither the ordinance or fee schedule contains a fee for permit extension or renewing the building permit. He feels a fee is appropriate because there are administrative costs to extend the permit. There should be a financial incentive for permit holders to complete the work on time rather than simply seek an extension. Moved by Alderperson Schlicht, seconded by Alderperson Wiegand to recommend to Common Council to amend Section 15.01(5) to establish a two year time frame and a one year extension for building permit duration and to amend the fee schedule to charge a renewal fee equal to the minimum permit fee for the specific type of permit being renewed. 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 Abeyta, seconded by Alderperson Schlicht to adjourn. Carried. The meeting adjourned at 7:35 p.m.

Respectfully submitted,



Dixie Flinn  
Office/Accounting Assistant II

**BICYCLE AND PEDESTRIAN ADVISORY BOARD**

Thursday, March 1, 2012

The Bicycle and Pedestrian Advisory Board meeting was called to order at 3:32 p.m. by Chairperson Robert Schlicht in Community Room (Room 122), City Hall, 421 Michigan Street.

**Roll call:** Members Nathan Hayes, Paul Anschutz, Leni Spaude, Rhonda Kolberg, and Robert Schlicht were present. Excused: Members Laurel Brooks and Marty Olejniczak. Also present were City Engineer Tony Depies, Police Chief Arleigh Porter, and Community Development Secretary Cheryl Nault.

**Approval of minutes from February 16, 2012:** Mr. Anschutz mentioned that the minutes should state that the bike helmets were donated by Cellcom, not Habish, Habish, and Davis. Moved by Ms. Kolberg, seconded by Ms. Spaude to approve the minutes as amended from February 16, 2012. Carried.

**Consideration of: Economic impact of bicycle/pedestrian programs and facilities:** Mr. Schlicht mentioned that this item will remain on all future agendas.

Mr. Anschutz referred to the 42-page document regarding Bicycling's Economic and Health. The document contains data as far as number of cyclists on trails, multi-day tours, and single day events that have dollar amounts relating as to how much money is spent by the cyclists. He mentioned that he will find out how many events will be held in the county this year and supply Sam Perlman from Door County Economic Development Corporation with economic impact data and number of events in order to come up with numbers for Door County. It was suggested that everyone continue to read the document and discuss it at next month's meeting.

**Consideration of: Bike lanes on Michigan Street:** Mr. Depies presented options for bike lanes on Michigan Street. He explained that these options were sent to Kevin Luecke, lead planner for the Bike Federation of Wisconsin, for his review. Mr. Depies summarized Mr. Luecke's recommendations.

The recommendation from 1<sup>st</sup> Avenue to 4<sup>th</sup> Avenue is to make both outside lanes a sharrows lane. The sharrows symbol will be painted on the street, which signifies that the bicyclist has the right to use the whole street. Cyclists should be riding right over the top of the symbol.

Other recommendations include:

From 5<sup>th</sup> Avenue to 9<sup>th</sup> Avenue, an 8' parking lane on the north side, a 5' bike lane, two 10' travel lanes, and a 6' bike lane on the south side. This would cost approximately \$600 in paint plus labor per year.

From 9<sup>th</sup> Avenue to 12<sup>th</sup> Avenue, a 37' wide street containing a 5' bike lane, a 10' travel lane, a 14' shared lane, and an 8' parking lane.

From 12<sup>th</sup> Avenue to 15<sup>th</sup> Avenue, a 14' travel lane for westbound traffic, a narrow 10' center left turn lane for cars, a 10' travel lane, and a 5' bike lane next to the track.

From 15<sup>th</sup> Avenue to the highway, an 8' parking lane on the north side, a 5' bike lane, two 10' travel lanes, and a 6' bike lane on the south side.

Mr. Anschutz said we need to digest all the information provided, not be in a hurry to make a recommendation to Council, and have Ms. Brooks and Mr. Olejniczak be part of the decision making.

Mr. Schlicht thought Mr. Depies should create a drawing from 1<sup>st</sup> Avenue to 12<sup>th</sup> Avenue and indicate where the lines are and bring back to the next meeting to make a recommendation to the Parking and Traffic Committee.

Chief Porter offered to have a squad car video the area from 1<sup>st</sup> Avenue to the highway to visually see the transitions.

Staff was directed to come back to the next meeting with visual aids.

**Consideration of: Educational bike programs for children and adults:** Mr. Anschutz stated that on April 21, 2012, a bike rodeo will be held at St. John Bosco School. Brendan Pizzala, a part-time Community Service Officer, will be helping with this event. He has received training from the Wisconsin Department of Transportation in teaching young children and teens in bike safety and organizing/performing bike rodeos.

Mr. Schlicht stated that we need to educate adults and children on what a sharrow is.

**Consideration of: Safe Routes to School – existing grant status and potential new grant:** Mr. Depies explained that the City had received a Safe Routes to School grant and sidewalk construction will begin after 4<sup>th</sup> Avenue is completed. There will be a new grant program opening up sometime in March. The grant that the City applied for was for \$275,000 worth of items, including painting crosswalks, which was not funded. The same thing can be applied for again. Sidewalks would be added to the program.

Mr. Schlicht added that one of the goals he had set up for this Board is finding a way to impact the overall safety of the City as it involved bicycles and pedestrians. This Board should be used to aid other committees to get the big picture goals done. He asked members to come back with ways to impact Safe Routes to School and refer to another committee.

**Update of: Locations for “Bike Route” signs:** Mr. Depies stated that 40 of the 50 bike route signs have been installed in the locations that were discussed at the last meeting. Mr. Bordeau is ordering smaller bike route symbols to be placed in between the signs that are farther apart. The area by the Ahnapee Trail still needs to be looked at to make sure it is marked correctly. Members should think about recommendations for other locations for the bike route signs.

**Consideration of: Future meeting times and dates:** The next meeting will be held on Thursday, April 5, 2012, at 3:30 p.m.

**Adjourn:** Moved by Ms. Kolberg, seconded by Mr. Anschutz to adjourn. Carried. Meeting adjourned at 4:57 p.m.

Respectfully submitted,

  
Cheryl Nault  
Community Development Secretary

**COMMUNITY PROTECTION & SERVICES COMMITTEE**  
**March 8, 2012**

A meeting of the Community Protection & Services Committee was called to order at 4:00 p.m. by Chairperson Lodi in Council Chambers, City Hall. Roll call: Members Lodi, and Schlicht were present. Member Stutting was excused. Also present: Assistant City Administrator Allen, Public Works/Park and Recreation Superintendent Bordeau, Jason Mann of Mann Communications, and Office/Accounting Assistant II Flinn.

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

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Compost Site and Fees.
4. Consideration of: Permanent funding for Sturgeon Bay Visitors Center.
5. Review of Bills.
6. Adjourn.

Carried.

Public Works/Park and Recreation Superintendent Bordeau led the discussion on the compost site and fees. He stated that at the last meeting he was instructed to get costs on the possibility of installing a gate or constructing a road to share with Little Hoppers. The cost of installing a gate would be \$2,331.40. Hours of operation would be 8:00 am – 8:30 pm. Gates would be opened by city staff Monday thru Friday, by Community Service Officer (CSO's) Saturday and Sunday, and closed nightly by the CSO's. The cost of constructing a road to share with Little Hoppers would be \$12,151.60 and the hours would be obligated to the Little Hoppers hours.

He continued that the Committee also discussed the separation of soft and hard wood at the last meeting. The site would have to be manned all the time because not everyone knows the difference between the two woods. Another item that was considered was the cost for contractor permits. The Committee agreed that \$1,000 was a reasonable fee to continue with. Committee members agreed to add to the compost rules to prohibit chain saw use except by authorized personnel. Moved by Alderperson Lodi, seconded by Alderperson Schlicht to recommend to the Common Council to change the Compost Rules to include prohibiting chain saw use except by authorized personnel at the Compost Site. Carried.

Permanent funding for Sturgeon Bay Visitor Center was then briefly discussed. Alderperson Schlicht asked Jason Mann of Mann Communications what his thoughts were on this item. Jason Mann stated that he feels that there is more funds than they need. Since they have taken over they have spent funds from this account and there is still plenty of funding available. He added that the State is in control of the franchise funding and it could be taken away at some point. Moved by Alderperson Schlicht, seconded by Alderperson Lodi to postpone this item until the next meeting. Carried.

Committee members reviewed the bills. Moved by Mr. Mann seconded by Mr. Schlicht to approve the invoices submitted for payment as of March 8, 2012 in the amount of \$523.46. Carried.

Moved by Mr. Schlicht, seconded by Mr. Lodi to adjourn. Carried. The meeting adjourned at 4:33 p.m.

Respectfully submitted,



Dixie Flinn

Office/Accounting Assistant II

**MINUTES OF MEETING  
CITY OF STURGEON BAY LOAN REVIEW COMMITTEE  
March 12, 2012, 3:00 p.m.  
Door County Business Development Center  
185 E. Walnut Street, Sturgeon Bay, WI**

**1. Call to Order**

Chairman Mike Gilson called the meeting to order at 3:06 p.m. at the Door County Business Development Center.

**2. Roll Call**

Members present included Mike Gilson, Steve Asher, Greg Stephan, and Thad Birmingham. Also present were Bill Chaudoir, Sam Perlman and Paula Sullivan - Door County Economic Development Corporation and Steve McNeil, City of Sturgeon Bay Administrator.

**3. Adoption of Agenda**

**Motion by Greg Stephan, seconded by Thad Birmingham, to adopt the agenda as presented. Motion carried.**

**4. Approval of Minutes – May 26, 2010**

**Motion by Thad Birmingham, seconded by Greg Stephan, to approve the minutes of the May 26, 2010 City of Sturgeon Bay Loan Review Committee Meeting. Motion carried.**

**5. Status of Loans**

Sam Perlman summarized the status of the City of Sturgeon Bay RLF Program and the program fund balance. Cash balance is currently \$670,191.46; outstanding principal balance is \$186,742.29 for total assets of \$856,933.75. All loans are current.

**Motion by Thad Birmingham to approve the Status of Loans as presented. Seconded by Steve Asher. Motion carried.**

**6. Convene in closed session for the purpose of "...deliberating or negotiating the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session..." and/or "...for consideration of financial data of specific person which, if discussed in public, would be likely to have an adverse effect upon the reputation of any person referred to in such data..." per Sec.'s 19.85 (1) (e) and (f) Wis. Stats. Specifically, consideration of financial information.**

Mike Gilson read the statutory exemption stated above authorizing the closed session.

**Motion by Greg Stephan, seconded by Steve Asher to meet in closed session. Roll**

**call vote: Thad Birmingham – aye, Mike Gilson – aye, Greg Stephan – aye, and Steve Asher - aye. Motion carried. The closed session convened at 3:11 p.m.**

Meeting went into closed session for the consideration of financial information presented by James Olson Automotive Group, LLC in conjunction with their loan application.

a. Committee reviewed the loan application and accompanying financial information from James Olson Automotive Group, LLC. Jim Olson joined the meeting at 3:30 p.m. to discuss the project for which he is requesting funding. Jim Olson discussed the purchase of the former Bergstrom property and remodeling of his current dealership. Jim Olson departed a 4:03 p.m. Discussion followed.

**7. Reconvene in Open Session.**

**Motion made by Greg Stephan, seconded by Thad Birmingham to reconvene in open session. Roll Call vote: Thad Birmingham – aye, Mike Gilson – aye, Greg Stephan – aye, and Steve Asher - aye. Motion carried. Reconvene in open session at 4:25 p.m.**

**8. Recommendation regarding loan to James Olson Automotive Group, LLC**

**Greg Stephan made a motion, seconded by Steve Asher to recommend to the Common Council that the James Olson Automotive Group, LLC application for a \$400,000 loan from the City of Sturgeon Bay Revolving Loan Fund be approved subject to the following terms and conditions:**

- A. In accordance with Section 4.1 (10) of the Sturgeon Bay RLF Policies and Procedures Manual, the committee is recommending a loan value in excess of the standard maximum loan amount of \$250,000 due to the size and economic impact of this project.
- B. Interest Rate: 2.0%
- C. Term of Loan: 5 Years with a 5 -Year Amortization Period.
- D. Monthly payments of principal and interest will be made to the City of Sturgeon Bay.
- E. The collateral for the loan will be a first lien purchase money security interest in equipment and inventory purchased with loan proceeds.
- F. James Olson Automotive Group, LLC will enter into a General Business Security Agreement, subordinate to BMO Harris Bank.
- G. The loan shall be personally guaranteed by James Olson.
- H. James Olson Automotive Group, LLC shall contribute Owner's Equity as stated in their application in the amount of \$750,000 as well as secure private funding in the amount of \$5 Million from BMO Harris Bank.

- I. James Olson Automotive Group, LLC shall obtain and keep insurance on the equipment to be purchased with the City of Sturgeon Bay listed as loss payee.
- J. James Olson Automotive Group, LLC will create 26 FTE (full-time equivalency) jobs within three years of loan closing.
- K. James Olson Automotive Group, LLC shall provide the City's Loan Administrator with annual business income tax returns and quarterly financial statements.
- L. James Olson Automotive Group, LLC will pay all out-of-pocket loan-processing costs at closing including attorney fees for loan documentation.
- M. James Olson Automotive Group, LLC shall submit a complete application package, to the satisfaction of William Chaudoir, Executive Director, DCEDC.
- N. The loan recipient's business location must remain in the City of Sturgeon Bay or the loan immediately becomes due and payable.
- O. This commitment is valid for a 60-day period at which time the loan shall be closed or this commitment is null and void.

**Motion Carried.**

**9. Adjourn**

**Motion by Steve Asher, seconded by Thad Birmingham to adjourn meeting. Motion carried. Loan Committee Chairman Mike Gilson closed the meeting at 4:35 p.m.**

Respectfully submitted,

Paula Sullivan  
Recording Secretary



# CITY of STURGEON BAY FIRE DEPARTMENT

**Tim  
Herlache  
Fire Chief**

421 Michigan St  
Sturgeon Bay, WI 54235

920-746-2916  
920-746-2905 FAX  
Email: [therlache@sturgeonbaywi.org](mailto:therlache@sturgeonbaywi.org)

TO: The Honorable Mayor Thad Birmingham and Common Council  
FROM: Fire Chief Tim Herlache *T. H.*  
SUBJECT: February 2012 Monthly Fire Report  
DATE: March 8, 2012

I submit the following report of activities for the Sturgeon Bay Fire Department for the month of February 2012.

**CALLS FIRE DEPARTMENT RECEIVED: 72**

<b><u>CITY CALLS:</u></b>	<b><u>58</u></b>	<b><u>Type of Call:</u></b>	<b><u>COUNTRY CALLS:</u></b>	<b><u>14</u></b>
East Side Calls:	<u>41</u>	Fire	Town of Sevastopol:	<u>3</u>
West Side Calls:	<u>17</u>	EMS	Town of Sturgeon Bay:	<u>9</u>
			Gardner:	<u>1</u>
			Egg Harbor:	<u>1</u>

**CALLS PER DAY:**

Monday	9
Tuesday	10
Wednesday	15
Thursday	13
Friday	9
Saturday	9
Sunday	7

**INCIDENT TYPE:**

45 – First Responder	5 – Vehicle Accident
1 – Gas Leak	1 – Electrical Problem
2 – Service Call	2 – Brush/Outside/Grass Fire
1 – Unauthorized Burning	1 – Breakdown of Light Ballast
2 – Building Fire	5 – Carbon Monoxide Incident
2 – Fire Investigation	2 – Water/Ice Related Rescue
1 – Smoke Scare/Smoke Odor	2 – Alarm Activation, No Fire

**INPECTION REPORT:**

Inspections within the city limits: 356  
 Number of violations: 116  
 Inspections outside the city limits: 9  
 Number of violations: 1  
 Total number of inspection hours: 168.75 hours

**INSPECTION VIOLATIONS:**

6 – Exit Access	14 – Corridors/Exits Illuminated	3 – Smoke Detectors
3 – Fire Extinguisher Maintenance	15 – Exit Sign Illumination	26 – Extension Cords
1 – Fire Extinguisher Mounting	2 – Fire Extinguisher Required	9 – Covers & Canopies
14 – Electrical Inspection/Maintenance	2 – Compressed Gas Cylinders	1 – Cleanliness
1 – Emergency Illumination	1 – Insp/Maint/Test of Fire Alarms	1 – Self Closing Devices
1 – Fire Extinguisher Obstruction	2 – Interior Wall/Ceiling Finishes	1 – Circuit Breakers
7 – Carbon Monoxide Detectors	6 – Insp/Test/Maint of Sprinklers	1 – Splices

## **SPECIAL REPORTS, ACTIVITIES AND REPAIRS**

**FIRE PRACTICE:** February's fire practice was held at the Eastside Fire Station. Southern Door, B.U.G and Jacksonport Fire Departments were here to practice Rapid Intervention Team (RIT) training. We are frequently requested to provide RIT for these departments. Combined RIT training is essential for firefighter safety on the fire ground.

**PUBLIC SAFETY AND EDUCATION:** No public education was conducted.

**TRUCK/STATION MAINTENANCE:** Firefighters repaired lights on unit #8; continued annual inventory on fire apparatus; repaired a compartment light on T1; put our new hoist together; repaired a flood light on unit #8; repaired a garage door opener at Eastside station; replaced sending unit on unit #3; and rebuilt the side intake valve air actuator on T1.

**TRAINING:** 132 hours of training was conducted in February. FF Tim Dietman began attending an officer training; eleven firefighters participated in an in water ice rescue training and new Full -time FF Richard Soukup trained with multiple procedures and trainings while on duty.

**OTHER:** Firefighters participated in; issued one burning permit; testing emergency weather sirens; attended various committee meetings at the city and county level and conducted multiple station tours.



# 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 February, 2012

Date:         March 6, 2012

The following is a summary of the Police Department's activities for the month of February. 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 51 crimes.

These crimes can be broken down and classified as follows:

Theft .....	10
Criminal Damage to Property .....	11
Disorderly Conduct .....	05
Possession of Marijuana .....	01
Bail Jumping .....	01
Child Neglect .....	01
Harassment .....	02
Battery .....	02
Fraud .....	10
Burglary .....	02
Possession of Drug Paraphernalia .....	02
Vandalism .....	01
Parental Custodial Interference .....	01
Criminal Trespass to Dwelling .....	01
Lewd and Lascivious Behavior .....	01

**TOTAL        51**

The above crimes resulted in the loss of \$2,315 to the community, of which \$179 has been recovered.

**Arrests**

The Department completed a total of 140 arrests during the month of February. These arrests encompass violations from traffic to felony, and are listed below by type of violations and number of arrests for each category.

**A. Felony Crime Arrests**

Possession Marijuana.....	01
<b>TOTAL</b>	<b>01</b>

**B. Misdemeanor Crime Arrests**

Bail Jumping.....	01
Criminal Trespass.....	01
Battery.....	02
Disorderly Conduct.....	03
Possess Paraphernalia.....	02
<b>TOTAL</b>	<b>09</b>

**Wisconsin Probation & Parole Violation Arrests.....** 04

**Warrant Arrests.....** 03  
**TOTAL** **07**

**C. Ordinance Violation Arrests**

Underage Drinking.....	01
Disorderly Conduct.....	03
Open Intoxicants in Public.....	01
Trespass.....	01
Littering.....	04
Retail Theft.....	01
Meddling with Property.....	01
In City Park after Hours.....	01
Urinate / Defecate in Public.....	01
Disorderly Conduct with Motor Vehicle.....	02
<b>TOTAL</b>	<b>16</b>

**D. Traffic Crime Arrests**

Operating While Intoxicated (2nd Offense or Greater).....	02
Operating after Drivers License was Revoked.....	02
<b>TOTAL</b>	<b>04</b>

**E. Traffic Violation Arrests**

Operating a Motor Vehicle while Intoxicated.....	04
Speeding Violation.....	35
Motor Vehicle Registration Violation.....	06

Failure to Obey a Traffic Sign or Signal.....	08
Operating While Driver's License Suspended.....	09
No Driver's License.....	04
Failure to Yield.....	04
Operating Left of Center.....	03
Inattentive Driving.....	04
Seat Belt Violation.....	09
Driving Too Fast for Conditions.....	01
Reckless Driving.....	04
Miscellaneous Moving Traffic Violations.....	12
<b>TOTAL</b>	<b>103</b>

In addition to the preceding arrests, the Police Department conducted a total of 337 traffic stops during the month. The Police Department issued a total of 137 Motor Vehicle Defect Notices for motor vehicles being operated in violation of motor vehicle equipment standards. A total of 158 written warnings were issued for miscellaneous moving motor vehicle violations. A total of 34 parking tickets were issued for parking violations throughout the city.

**Traffic Accidents**

The Department, during the month, investigated a total of 13 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.....	03
C.	Motor Vehicle Accidents Involving Property Damage..... (greater than \$1,000.00)s	08
D.	Motor Vehicle Accidents Involving Property Damage..... (less than \$1,000.00)	02
	<b>TOTAL</b>	<b>13</b>

**Police Service Calls**

Department members handled 548 service calls during the month. These calls consist of both citizen requests for police service and service needs initiated by officers on patrol. The Type of service and the number of calls in each category are:

A.	Traffic and Road Incidents.....	47
----	---------------------------------	----

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.....	03
----	-----------------------	----

These complaints involve private parties, licensed liquor establishments, and parties in public places.

C.	Sick and Injured Persons .....	02
	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 .....	21
	Officers responded to activated burglar and hold-up alarms at area banks and other business establishments and residences.	
E.	Complaints Involving Animals .....	12
	Investigation by officers of noisy animals, loose animals, animal bites, wild animals, and sick, injured or dead animal complaints.	
F.	Civil Disputes .....	04
	Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.	
G.	Escorts .....	04
	Transporting citizens, money escorts for area financial institutions, funerals, and for area industry.	
H.	Civil Assistance Rendered .....	19
	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 .....	07
	Includes assistance to other law enforcement and government agencies.	
J.	Suspicious Person .....	21
	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 .....	17
	Complaints of occupied, unoccupied, abandoned, and junked motor vehicles.	
L.	Liquor Establishments .....	01
	Complaints of problems with patrons.	
M.	Fights or Brawls .....	00
	Complaints of persons fighting where no criminal arrests were made.	

- N. Self Initiated Field Activity.....296  
 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.....09  
 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.....46  
 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.....24  
 Includes calls to check on the health of a person who has not been heard from or seen for a period of time by family or friends.
- R. Gas Drive Off.....05  
 Routine non-theft investigations where a motorist drove away without paying for their gas. Typically involves a driver, store employee, or credit card reader error.

**Department Mileage and Fuel Consumption**

Department members patrolled a total of 14,251 miles with Department vehicles, consuming 1,374 gallons of fuel. The fleet averaged 10.4 miles per gallon of fuel during the month.

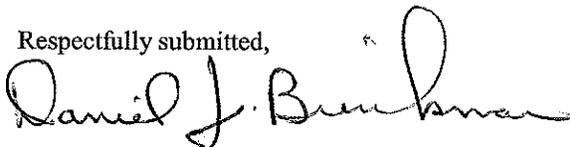
**Department Training**

Seven officers completed a total of 136 hours of specialized training, of which, 88 training hours were at no cost to the department.

**Public Education**

Three students from the 8<sup>th</sup> grade class at TJ Walker Middle School each completed 4 hours of job shadow requirements. The students, who are interested in Law Enforcement, paired up with a uniformed officer to get first hand experience of what a police officer's duties are.

Respectfully submitted,



Daniel J. Brinkman  
 Captain

1500 Bordeaux  
 Municipal Services Superintendent  
 835 N. 14th Avenue  
 Sturgeon Bay, WI 54235



Phone: 920-746-2912  
 Fax: 920-746-2906  
 bbordeau@sturgeonbaywi.org

## STREET DEPARTMENT WORK COMPLETED

February 2012

- Prune around roadways and alleys
- Patch roadways throughout the City
- Sign repair and maintenance
- Repair garbage truck
- Clean and prune ditch behind the City shop
- Sweeper maintenance
- Grader maintenance
- Loader maintenance
- Truck maintenance
- Safety committee meeting
- Assist with burning brush at the compost site
- Fill snow blocks for Fire and Ice
- Salt City streets
- Push up salt in shed for delivery of salt
- Put up and remove flags for President's Day
- Jet storm sewers
- Clean catch basin tops
- Plow city streets

### Truck Repairs:

### Garbage Weights:

Tons of refuse: 148.24  
 Tons of commingled: 16.58  
 Tons of paper: 30.14

Rainfall for January was: 1.33 inches  
 Snowfall for January was: 12.5 inches  
 Average daily high temperature was: 35.0  
 Average daily low temperature was: 22.1

OT Hours Worked: 106.25 hours

Providing all residents, businesses and visitors a safe and clean community.

7d.

7d.

## BEVERAGE OPERATOR LICENSES

1. Hoegger, Nicholas J.

7e.

7e.

**TEMPORARY CLASS B BEER & TEMPORARY CLASS B WINE**

Northeast Karting Association  
Agent: James Valley  
Martin Park – 3<sup>rd</sup> Avenue & Oregon Street  
Sturgeon Bay, WI 54235  
June 1 – 3, 2012



107 South 4th Avenue • Sturgeon Bay • Wisconsin 54235 • [www.millerartmuseum.org](http://www.millerartmuseum.org)

February 21, 2012

To: Door County Library Board  
 ✓ To: Sturgeon Bay City Council

From: Miller Art Museum  
 Re: Permission to serve wine

On occasion we request permission to serve wine for special receptions in the Museum during a time when the Library is not open. We request this for three occasions listed:

Board of Directors  
 President  
 Kristi Roemming

Vice President  
 Carl Mengert

Secretary

Treasurer  
 Sue Anderson

Marjory Allingham  
 Dennis Connolly  
 Miriam Erickson  
 Ruth Ann Ibach  
 David Murphy  
 Cheryl Stidwell Parker  
 Bill Parsons  
 Hermke Timm

Museum Director  
 Bonnie Hartmann

• Saturday, June 2, 2012 • 5:00-6:30pm  
 Exhibit Opening Reception  
*Sketches: Suzanne Rose Photography*

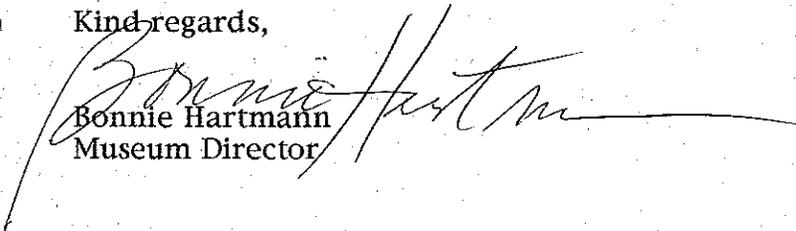
• Saturday, July 21, 2012 • 5:00-6:30pm  
 Exhibit Opening Reception  
*Focus on Color - Group Invitational*

• Saturday, September 15, 2012 • 5:00-6:30pm  
 Exhibit Opening Reception  
*37th Juried Annual Exhibit*

These are public events and you are all cordially invited!

Thank you for your consideration.

Kind regards,

  
 Bonnie Hartmann  
 Museum Director

**CITY OF STURGEON BAY  
STREET CLOSURE APPLICATION**

Name of Applicant: CJ Promotions LLC  
 Name of Event: Sidepork Fest.  
 Contact Phone Number: 920-495-8701  
 Date(s) of Event: June 2<sup>nd</sup> 2012 Time: 5 AM - 10pm  
 Estimated # of Attendees: 2,000  
 Specific Location: 200 BIK Pennsylvania

- 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 cleanup? Dumpsters and  
Volunteer help

Other explanations: \_\_\_\_\_

Signature of Responsible Party: Colt Wetz

Address: 362 N. 18<sup>th</sup> Ave, Sturgeon Bay

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

**Approval:**

Fire Chief	By: <u>[Signature]</u>	Date: <u>3/23/12</u>
Police Chief	By: <u>[Signature]</u>	Date: <u>2-29-12</u>
Comm. Development	By: <u>[Signature]</u>	Date: <u>2/23/12</u>
Streets/Parks	By: <u>[Signature]</u>	Date: <u>2/27/2012</u>
City Clerk	By: <u>[Signature]</u>	Date: <u>3/2/2012</u>
Finance Director	By: <u>[Signature]</u>	Date: <u>2/23/12</u>
City Engineer	By: <u>[Signature]</u>	Date: <u>2/23/12</u>
City Administrator	By: <u>[Signature]</u>	Date: _____

Common Council: Date of Meeting: \_\_\_\_\_

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to amend Section 15.01(5) to establish a two year time frame and a one year extension for building permit duration and to amend the fee schedule to charge a renewal fee equal to the minimum permit fee for the specific type of permit being renewed.

Respectfully submitted,  
FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: James Abeyta, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 28, 2012

\*\*\*\*\*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

## EXECUTIVE SUMMARY

**Title:** Building Permit Expiration and Renewal Fee

**Background:** Section 15.01(5) of the municipal code states that work contemplated under an issued building permit must be completed within one year of permit issuance. It further states that extensions may be granted by the building inspector. However, the state of Wisconsin allows permits to be effective for two years, which is also Independent Inspection, Ltd's policy. So for the past several years the city has been granting permits for two years. The two-year period generally works well, but the code should be updated to reflect the current policy. Also, the ability to grant extensions of permits should have a specific time period of one year. This would guard against projects going on indefinitely for years.

The other issue is that neither the municipal code nor the adopted fee schedule contains a fee for permit extending or renewing the building permit. A fee is appropriate because there is an administrative cost to extend the fee and secondly because there ought to be a financial incentive for permit holders to complete the work on time rather than simply seek an extension.

After discussing this issue with the building inspector, the suggestion to the finance committee and common council is to amend the code to acknowledge the initial 2-year time limit to complete the work and specifically allow for one-year extensions or renewals of permits. Secondly, to amend the city's fee schedule to provide a fee for extending/renewing a building permit. There are several options for a renewal fee, but it is proposed to establish the fee at the minimum fee for that type of permit plus the cost difference, if any, between the original permit fee and the current rates for permits.

**Fiscal Impact:** The impact would be slight. There usually are only a handful of building permits that require more than two years to complete the work. Of the permit renewal fee, the City only retains 15%, with the remainder going to ILL. The big advantage is that permit holders would no longer be in limbo about the cost and ability of getting an extension. Plus, ILL would be paid a reasonable fee for the administrative costs of extending the permit.

**Recommendation:** Amend the municipal code to establish a two-year time frame and one-year extensions for building permits and also amend the fee schedule to provide a building permit extension equal to the minimum fee for that type of permit plus the cost difference between current permit fees and the fees originally paid at the time of initial permit issuance.

Prepared by: Martin Olejniczak      2-22-12  
Martin Olejniczak      Date  
Community Development Director

Reviewed by: Stephen McNeil      2-22-12  
Stephen McNeil      Date  
City Administrator

***Proposed Amendment to Chapter 15, Building Regulations***

Section 15.01(5) is hereby repealed and recreated to read as follows:

(5) Expiration. Work contemplated under building permits herein granted shall be commenced within ~~60 days from the date of the permit~~ and shall be completed within ~~one year~~ two years from the date of the permit, and work contemplated under all other permits herein granted shall be commenced within ~~60 days from the date of the permit~~ and completed within ~~120 days from the date of the permit~~, except that all permits granted hereunder may be extended by the building inspector for up to one year periods. If the permit is extended, the building inspector shall endorse the permit.

**15.01 Permits generally.**

(1) *Applications.* All applications for licenses and permits under this chapter or chapters 16 and 17 of this Municipal Code shall be made to the building inspector and all licenses and permits shall be issued by him/her.

(2) *Permit required.*

- (a) No building or structure or any part thereof shall hereafter be moved, built, enlarged, altered, or demolished, or electrical wiring, plumbing or heating apparatus or fire suppression system as defined by NFPA 301.3.3.28, installed within the city (except as hereafter provided) unless a permit therefor shall be obtained by the owner or agent from the building inspector or the fire department for fire suppression systems. If the required permits have not been obtained prior to commencement of the work, all fees for such permits shall be double the fees listed.
- (b) All work which affects the occupancy, area, structural strength, fire protection, exits, light or ventilation of the building requires a permit. Minimum repairs or alterations which are less than \$500.00 in value (of labor and materials) do not require a permit if they do not affect the occupancy, area, structural strength, fire protection, exits, lights or ventilation of a building.
- (c) Fire protection systems. Any new installations, alterations or additions to any fire suppression system (a fixed system designed to extinguish a fire or substantially reduce the heat release rate of the fire) in a commercial building shall have a third party plan review prior to the issuance for a permit. Copies of the plan review shall be forwarded to the fire department.

(3) *Inspection.* When any work for which a permit is required shall be completed, the person to whom the permit is issued shall immediately notify the building inspector and no such work shall be covered or concealed until a certificate of inspection has been issued by him/her. Such certificate of inspection shall be issued only after all work under a permit shall have been completed in accordance with the requirements of city ordinances and the state code applicable thereto and after a personal inspection of the work has been made by the building inspector.

(4) *Permit fees.* Fees for permits required under all subsections of this chapter shall be established by resolution of the common council.

(5) *Expiration.* Work contemplated under building permits herein granted shall be commenced within 60 days from the date of the permit and shall be completed within one year from the date of the permit, and work contemplated under all other permits herein granted shall be commenced within 60 days from the date of the permit and completed within 120 days from the date of the permit, except that all permits granted hereunder may be extended by the building inspector. If the permit is extended, the building inspector shall endorse the permit.

(6) *Certificate of occupancy.*

- (a) *One-family and two-family dwellings or buildings.* The building inspector shall make a final inspection of all new buildings, additions, and alterations. If no violations which

## CITY OF STURGEON BAY FEE SCHEDULE

INSPECTION DEPARTMENT	FEE	
<b>GENERAL</b>		
COPIES (EA.)	0.25	
FAX FEES (PER PAGE - LOCAL CALL)	0.25	add tax
FAX FEES (PER PAGE - LONG DISTANCE)	0.50	add tax
POSTAGE FOR MATERIALS	ACTUAL	
RESEARCH TIME (HOURLY WAGE RATE PLUS BENEFITS)	ACTUAL COSTS	
<b>RESIDENTIAL BUILDING PERMITS &amp; OTHER MISC. FEE SCHEDULE</b>		
<b>BUILDING</b>		
NEW CONSTRUCTION/ADDITIONS/	.11 SQ./FT. ALL AREAS 75.00 MINIMUM	
ADMINISTRATIVE FEE FOR PERMITS UP TO \$100	3.00	
ADMINISTRATIVE FEE FOR PERMITS OVER \$100	5% OF FEE TOTAL	
<b>EROSION CONTROL</b>		
	NEW CONSTRUCTION \$75.00 ADDITIONS \$50.00	
<b>REMODELING AND ALTERATIONS</b>	.11 SQ./FT. ALL AREAS 55.00 MINIMUM	
<b>DECK</b>	.11 SQ./FT. ALL AREAS 55.00 MINIMUM	
<b>ACCESSORY STRUCTURE</b>	.07 SQ./FT. ALL AREAS/\$75.00 MINIMUM	
POOLS	40.00 EACH	
EARLY START	50.00 FOOTINGS AND FOUNDATION	
TEMPORARY OCCUPANCY PERMIT	50.00	
<b>OTHER</b>	40.00 MINIMUM	
<b>ELECTRICAL</b>		
NEW/ADDITIONS	BASE FEE \$35.00 PLUS \$.035 SQ./FT. FOR ALL AREAS	
ALTERATIONS (based on sq. ft. of alteration area)	40.00 MINIMUM	
REPLACEMENT & MISC. ITEMS	10.00 PER THOUSAND OF ELECTRICAL PROJECT VALUATION 40.00 MINIMUM	
<b>PLUMBING</b>		
NEW/ADDITIONS	BASE FEE \$35.00 PLUS \$.035 SQ./FT. FOR ALL AREAS	
ALTERATIONS (based on sq. ft. of alteration area)	40.00 MINIMUM	
REPLACEMENT & MISC. ITEMS	10.00 PER THOUSAND OF PLUMBING PROJECT VALUATION 40.00 MINIMUM	
<b>HVAC</b>		
NEW/ADDITIONS	BASE FEE \$35.00 PLUS \$.035 SQ./FT. FOR ALL AREAS	
ALTERATIONS (based on sq. ft. of alteration area)	40.00 MINIMUM	
REPLACEMENT & MISC. ITEMS	10.00 PER THOUSAND OF HVAC PROJECT VALUATION 40.00 MINIMUM	
<b>RE-ROOFING, RESIDING, DIRECT WINDOW REPLACEMENT</b>	30.00	
<b>OTHER</b>	40.00 MINIMUM	
<b>COMMERCIAL BUILDING FEE SCHEDULE</b>		
<b>NEW STRUCTURE &amp; ADDITIONS</b>		
MULT-FAMILY (3 family or more), MOTELS, CBRF, DAYCARE	\$ .12 SQ./FT.	
MERCANTILE, RESTAURANT, TAVERNS, ASSEMBLY HALLS, CHURCHES, OFFICES	\$ .12 SQ./FT.	
SCHOOLS, INSTITUTIONAL, HOSPITALS	\$ .13 SQ./FT.	
MANUFACTURING AND INDUSTRIAL	\$ .11 SQ./FT.	



## RECOMMENDATION

### TO THE HONORABLE MAYOR AND COMMON COUNCIL

We, the Sturgeon Bay Revolving Loan Fund Committee, hereby recommend that a loan of \$400,000 be approved for James Olson Automotive Group, LLC to be used to purchase equipment and inventory, and that the loan be approved subject to the following conditions:

- A. In accordance with Section 4.1 (10) of the Sturgeon Bay RLF Policies and Procedures Manual, the committee is recommending a loan value in excess of the standard maximum loan amount of \$250,000 due to the size and economic impact of this project.
- B. Interest Rate: 2.0%
- C. Term of Loan: 5 Years with a 5 -Year Amortization Period.
- D. Monthly payments of principal and interest will be made to the City of Sturgeon Bay.
- E. The collateral for the loan will be a first lien purchase money security interest in equipment and inventory purchased with loan proceeds.
- F. James Olson Automotive Group, LLC will enter into a General Business Security Agreement, subordinate to BMO Harris Bank.
- G. The loan shall be personally guaranteed by James Olson.
- H. James Olson Automotive Group, LLC shall contribute Owner's Equity as stated in their application in the amount of \$750,000 as well as secure private funding in the amount of \$5 Million from BMO Harris Bank.
- I. James Olson Automotive Group, LLC shall obtain and keep insurance on the equipment to be purchased with the City of Sturgeon Bay listed as loss payee.
- J. James Olson Automotive Group, LLC will create 26 FTE (full-time equivalency) jobs within three years of loan closing.
- K. James Olson Automotive Group, LLC shall provide the City's Loan Administrator with annual business income tax returns and quarterly financial statements.

- L. James Olson Automotive Group, LLC will pay all out-of-pocket loan-processing costs at closing including attorney fees for loan documentation.
- M. James Olson Automotive Group, LLC shall submit a complete application package, to the satisfaction of William Chaudoir, Executive Director, DCEDC.
- N. The loan recipient's business location must remain in the City of Sturgeon Bay or the loan immediately becomes due and payable.
- O. This commitment is valid for a 60-day period at which time the loan shall be closed or this commitment is null and void.

We further recommend that the City Attorney be authorized to prepare the loan agreement, promissory note, security instrument and other necessary legal documents and that the Mayor and City Clerk be authorized to sign the necessary documents to implement this action.

Respectfully submitted,  
Sturgeon Bay Revolving Loan Fund Committee  
By: Mike Gilson, Chairman

RESOLVED, that the foregoing recommendation be adopted.

Dated: \_\_\_\_\_

Introduced by \_\_\_\_\_,

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

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

Passed by the Council on the \_\_\_\_\_.

### EXECUTIVE SUMMARY

**Title:** Contract for Market Feasibility and Business Model Study for Four Season Market

**Background:** The Council recently adopted a resolution supporting a grant application to implement the West Waterfront Area Redevelopment Plan. The application was successful and the City received a Community Development Block Grant planning grant from the Wisconsin Economic Development Corporation (formerly Dept. of Commerce) to complete a market feasibility and prepare a business model for the proposed four season market.

Vandewalle & Associates is the City's consultant for this project. A contract has been prepared to do the work with a budget of \$25,000. The grant covers 50% of the costs of the project. The contract has been reviewed and approved by the City Attorney.

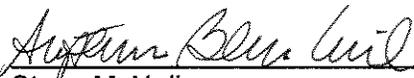
The four season market is one of the key components of the adopted redevelopment plan. In order to keep the redevelopment efforts moving forward, the feasibility analysis and business plan need to be prepared.

**Fiscal Impact:** The cost to the City would be up to \$12,500. The funds could come from the capital reserve account. A  $\frac{3}{4}$  vote of the Council is necessary. It is anticipated that projects from the upcoming sale of the Egg Harbor Road parcel could easily replenish that account.

**Recommendation:** Approve the contract.

Prepared by:   
 Martin Olejniczak  
 Community Development Director

3-15-12  
 Date

Reviewed by:   
 Steve McNeil  
 City Administrator

3-15-12  
 Date



**Vandewalle & Associates**  
INCORPORATED

March 15, 2012

## **Agreement for Market Feasibility and Business Model Study**

THIS AGREEMENT is made and entered into by and between the "Client" City of Sturgeon Bay, Wisconsin, and VANDEWALLE & ASSOCIATES, Inc., Madison, Wisconsin, a professional planning and design firm. For purposes of this Agreement, the "Project" is defined as preparation of a Market Feasibility and Business Model Study for the Four Seasons Market.

### **Article I Scope of Work**

- A. VANDEWALLE & ASSOCIATES agrees to provide the following "Services":

#### **Task 1: Project Feasibility Analysis and Partner Identification**

- a. Analyze the existing regional foods conditions and connections within Door County to better understand the market opportunities for the Four Seasons Market.
- b. Conduct feasibility analysis that will guide the business model for the project and shape the physical layout and programming of the market.
- c. The feasibility study will include the identification of and early coordination with project partners, including opportunities to work with existing organizations, businesses, education providers, developers, and entrepreneurs.
- d. Deliverables for Task One will include a preliminary feasibility report. This report will summarize findings from the due diligence process, identify relevant regional assets, identify partnership opportunities, and provide an initial assessment of the feasibility of the Four Seasons Market project.

#### **Task 2: Business Model**

Using the outcomes from Task 1, the result of Task 2 will be a report that recommends a business model and implementation strategy for the Four Seasons Market.

120 East Lakeside Street • Madison, Wisconsin 53715 • 608 255-3988 • 608 255-0814 Fax  
611 North Broadway • Suite 410 • Milwaukee, Wisconsin 53202 • 414 441-2001 • 414 732-2035 Fax  
va@vandewalle.com

Shaping places, shaping change

- a. Continue conversations and coordination with partners including organizations, businesses, education providers, developers, and entrepreneurs in order to prepare business model and implementation strategy recommendations.
  - b. Identify recommended tenant mix for the Four Seasons Market.
  - c. Prepare Four Seasons Market business model organizational chart, preliminary conceptual site plan, space and/or floor-plan design, and preliminary pro forma/financial statement.
  - d. Prepare an executive project summary, utilizing existing and creating new graphics and maps when necessary, to include a brief overview of the proposed project, the connection of this project to the food economy, and explain the purpose and benefits of the project to potential investors, developers and community organizations.
  - e. Prepare implementation strategy recommendations including steps to advance business model, recruit developers and future preliminary business plan development, grant opportunity identification, and project timeline.
- B. Additional Services, beyond those stated in Article I.A., may be provided through a "Work Order".
- C. VANDEWALLE & ASSOCIATES agrees to provide its professional Services in accordance with generally accepted standards of its profession.

## Article II Client's Responsibilities

- A. Client agrees to provide VANDEWALLE & ASSOCIATES with all base maps, blueprints, aerial photos, studies, reports, and ordinances needed to complete these Services. VANDEWALLE & ASSOCIATES may reasonably rely on the accuracy and completeness of these items. Client agrees to provide these items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of VANDEWALLE & ASSOCIATES Services.
- B. The administrative liaison between VANDEWALLE & ASSOCIATES and the Client will be Marty Olejniczak, Community Development Director.

- C. Client agrees that the following individuals are approved to authorize Additional Services via a Work Order:

Name	Title

- D. Client understands that any work product delivered in electronic form under this Agreement may require Client to use certain third-party hardware and/or software products. Client shall be solely responsible for obtaining licenses to use such third-party software. VANDEWALLE & ASSOCIATES makes no warranties or representations as to the quality, capabilities, operations, performance or suitability of any third-party hardware or software including the ability to integrate with any software currently in use by the Client. Client acknowledges that the quality, capabilities, operations, performance, and suitability of any third-party hardware or software lies solely with Client and the vendor or supplier of that hardware or software. Documents to be prepared in Microsoft Word format and provided digitally in Adobe Acrobat PDF format.
- E. If Client makes any modifications to Deliverables, Client shall either 1) obtain the prior written consent of VANDEWALLE & ASSOCIATES; or 2) remove VANDEWALLE & ASSOCIATES name from the Deliverables. In the event that Client selects option #2, VANDEWALLE & ASSOCIATES shall not be liable or otherwise responsible for such modifications or their effect on the results of the implementation of the recommendations contained in such Deliverables.

### Article III Estimated Schedule

- A. Services in this Agreement shall commence from March 21, 2012, and be in effect through September 21, 2012, unless the parties agree otherwise.

- B. VANDEWALLE & ASSOCIATES shall render its Services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule and VANDEWALLE & ASSOCIATES shall not be responsible for any delays caused by factors beyond its reasonable control.

#### **Article IV Costs and Payment**

- A. All work will be completed on a time and materials basis with the budget for the Project set at \$25,000. Client acknowledges that significant changes to the Project schedule, budget or Project's scope may require Additional Services for which the parties may (but are not required to) enter into a separate Work Order (see Article I.B.).
- B. Invoice charges to the Client consist of (1) Professional Fees rendered at current billing rates as listed in Attachment One; and (2) Reimbursable Expenses billed at cost multiplied by 1.1, excepting some in-house charges and travel.
- C. VANDEWALLE & ASSOCIATES shall send Client an invoice for Professional Fees and Reimbursable Expenses once a month. Client shall pay VANDEWALLE & ASSOCIATES the amounts due under such invoice upon receipt of such invoice. A service charge of 1% per month may be charged on all amounts more than 30 days after date of invoice.

#### **Article V Termination**

- A. Either Client or VANDEWALLE & ASSOCIATES may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay VANDEWALLE & ASSOCIATES the hourly rates for all Services rendered and Reimbursable Expenses incurred, up to the date of termination.

- C. Upon not less than seven days' written notice, VANDEWALLE & ASSOCIATES may suspend the performance of its Services if Client fails to pay VANDEWALLE & ASSOCIATES in full for Services rendered or Reimbursable Expenses incurred. VANDEWALLE & ASSOCIATES shall have no liability because of such suspension of service or termination due to nonpayment.

## **Article VI Dispute Resolution**

VANDEWALLE & ASSOCIATES and Client agree to mediate claims or disputes arising out of or relating to the Agreement. The mediation shall be conducted by a mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

## **Article VII Intellectual Property; Confidentiality**

- A. Except as otherwise provided by law: upon payment in full by Client to VANDEWALLE & ASSOCIATES for Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, VANDEWALLE & ASSOCIATES shall grant Client a non-transferable, non-exclusive, perpetual license to use any and all Work Product developed or produced by VANDEWALLE & ASSOCIATES pursuant to this Agreement. As used in this Agreement, "Work Product" means all inventions, processes, data, documents, drawings, records, and works of authorship, whether or not copyrightable or patentable, that are originated or prepared by VANDEWALLE & ASSOCIATES in the course of rendering the Services under this Agreement. Until Client pays VANDEWALLE & ASSOCIATES in full for Services rendered and expenses incurred pursuant to this Agreement, Client may not use any Work Product to complete the Project with others unless VANDEWALLE & ASSOCIATES is in material breach of this Agreement.
- B. Except as otherwise provided by law: Client shall not communicate, publish, or otherwise disclose to a third party or authorize or induce anyone else to use, communicate, publish, or otherwise disclose, any nonpublic information

pertaining to VANDEWALLE & ASSOCIATES, including, without limitation, any information relating to pricing, products, or ideas of VANDEWALLE & ASSOCIATES.

### Article VIII Miscellaneous Provisions

- A. Wisconsin law governs this Agreement (without regard to its conflict of law principles or rules of construction concerning the draftsman hereof).
- B. This Agreement is the entire and integrated agreement between the Client and VANDEWALLE & ASSOCIATES, and supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. This Agreement may be amended only by written instrument signed by both Client and VANDEWALLE & ASSOCIATES. Neither party can assign this Agreement without the other party's prior written permission.
- C. Notwithstanding any other term in this Agreement, VANDEWALLE & ASSOCIATES shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.
- D. Client agrees to indemnify, defend and hold harmless VANDEWALLE & ASSOCIATES, its agents and employees, from any and all claims of third parties (excluding the City of Sturgeon Bay) for damages alleged to be caused by VANDEWALLE & ASSOCIATES shall as a result of its performance or non-performance of the project and obligations under this Agreement, except to the extent that such damages are directly caused by VANDEWALLE & ASSOCIATES' negligence or willful misconduct related to this Agreement.
- E. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees (including legal and accounting fees), costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, all costs of appeals. For purposes of this provision, "prevailing party" shall include a party that dismisses an action in exchange for payment of the sum allegedly

due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

F. VANDEWALLE & ASSOCIATES reserves the right to include representations of the Project in its promotional and professional materials.

G. In order for VANDEWALLE & ASSOCIATES' to provide cost effective services, the parties agree that VANDEWALLE & ASSOCIATES shall not be liable to client or any third party for any losses, lost profits, lost data, consequential special, incidental, or punitive damages, delays, or interruptions arising out of or related to this Agreement, regardless of the basis of the claim. VANDEWALLE & ASSOCIATES' aggregate liability (including attorneys' fees) to Client shall not exceed the amount of fees actually paid to VANDEWALLE & ASSOCIATES by Client with regard to the Services or the Work Order for which liability has been asserted.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement as of the latest date noted, below.

City of Sturgeon Bay

By:

\_\_\_\_\_  
Signature of Authorized Representative Date

\_\_\_\_\_  
Printed Name Title

VANDEWALLE & ASSOCIATES, INC.

By:

Brian Vandewalle  
Brian Vandewalle, President

03/15/12  
Date

**ATTACHMENT ONE**  
**FEE SCHEDULE**

	<u>Hourly Rates</u>
Company President	\$195 to \$250
Principal	\$120 to \$220
Associate	\$70 to \$120
Assistant	\$65 to \$80
GIS Analyst/Cartographer	\$65 to \$80
Communications Specialist	\$60 to \$85
Project Assistant	\$35 to \$65

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend to change the Compost Rules to include prohibiting chain saw use except by authorized personnel at the Compost Site.

Respectfully submitted,  
COMMUNITY PROTECTION AND SERVICES COMMITTEE  
By: John Lodl, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: March 8, 2012.

\* \* \* \* \*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

## Compost Rules

Hours of Operation: Open 7 days a week 24 hours a day.

Site is free to all city residents (dumping of brush, yard waste and removal of chips/compost)

Use of site by contractor with permit only (cost \$1000.00)

No commercial dumping allowed by contractor except with permit.

Contractor may only dump materials collected at City of Sturgeon Bay, Town of Sturgeon Bay or Town of Sevastopol residences.

Individual use of site is allowed by Town of Sturgeon Bay and Town of Sevastopol residents by permit only. (Cost \$25 good for one calendar year) Permit must be purchased prior to site use. Permit issued at Municipal Services Department, 835 North 14<sup>th</sup> Ave, Monday thru Friday 7:00am-3:30 pm

Removal of chips/compost free to City residents only

Cost for removal of material by contractors or nonresidents; woodchips \$5.00/cubic yard, compost \$10.00 per cubic yard, minimum charge \$5 and \$10 respectively. Material must be paid for before removal.

No use of heavy equipment (tractors, loaders, backhoe, skidsteer, ect.) for loading except with prior approval by Municipal Services

Chain saw use prohibited except by authorized personnel

Failure to purchase permit or pay for material in advance will result in a trespassing violation.

Failure to adhere to these rules will result in loss of permit

**CITY RESIDENT= ANY PERSON LIVING/PAYING PROPERTY TAXES  
WITHIN THE CORPORATE LIMITS OF THE CITY OF STURGEON BAY**

**CONTRACTOR= ANY PERSON OR COMPANY CHARGING FOR  
LANCSCAPING SERVICES.**

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to accept the bid from RNOW for two 2012 Bridgeport Automated side loader refuse trucks at a total cost not to exceed \$403,544.00.

Respectfully submitted,  
FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: James Abeyta, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: March 13, 2012

\*\*\*\*\*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

to accept the bid from L&S Truck for a 2007 medium duty dump truck with the Monroe truck package in the amount of \$64,360.00 minus trade-in of \$9,500.00 for a total of \$54,860.00

## Executive Summary

**Title:** Automated Refuse Trucks

**Background:** During the 2012 budget process there was \$410,000.00 allocated for the purchase of two automated refuse trucks. (\$430,000.00 less \$20,000.00 trade in) The Municipal Services Department prepared and sent out bids as per our purchasing policy. Quotes for six automated trucks were received with two of them within our budget. (See attached bidders list) Low bidder was Loadmaster at \$200,805.00 per unit and the other was Bridgeport at \$201,772.00 per unit. Although the Loadmaster was low bidder, staff will not be recommending this unit for purchase. The reason being Loadmaster Automated Side loader has only been made for a short period of time and is not a proven truck at this time, there are no units in Wisconsin and all repair parts come out of Norway Michigan adding downtime when repairing.

**Fiscal Impacts:** \$403,544.00

**Options:** 1) Purchase Bridgeport refuse truck  
2) Purchase Loadmaster refuse truck  
3) Purchase any other of the remaining trucks (budget amendment needed)

**Recommendation:** Staff recommends purchasing the Bridgeport Automated Side loader from RNOW inc. at a price not to exceed \$403,544.00.

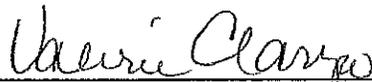
**Prepared By:**



Bob Bordeau  
Municipal Services Superintendent

**Date:** 03/08/12

**Reviewed By:**



Valerie Clarizio  
Finance Director/City Treasurer

**Date:** 3/8/12

**Reviewed By:**

Steven McNeil  
City Administrator

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

## 2012 Garbage Truck Bid Spec Results

Vendor Name	Manufacture	Vehicle Price	Trade In	City Cost	Chassis Only
Stepp Equipment	Labri	\$ 233,527.00	\$ 7,650.00	\$ 225,877.00	
RNOW	Bridgeport	\$ 228,022.00	\$ 22,500.00	\$ 205,522.00	
Serwe Implement	Curbtender	\$ 221,419.00	\$ 10,000.00	\$ 211,419.00	
V&H Truck	New Way	\$ 222,500.00	\$ -	\$ 222,500.00	
RNOW	Loadmaster	\$ 227,055.00	\$ 22,500.00	\$ 204,555.00	
RNOW	EZ Pack	\$ 236,808.00	\$ 22,500.00	\$ 214,308.00	
Packer City	International	\$ 223,100.00	\$ -	\$ 223,100.00	\$ 111,550.00
Little Hoppers			\$ 10,200.00		
Wisconsin Peterbuilt	Peterbuilt				\$ 125,575.00
	Option #2				\$ 121,825.00
City Budget		\$ 215,000.00	\$ 10,000.00	\$ 205,000.00	

**PROPOSAL**  
**One (1) TANDEM AXLE TRUCK CHASSIS**

We, the undersigned, propose to furnish the City of Sturgeon Bay, Two (2) tandem axle truck chassis with right hand steer as per specifications or noted exceptions, for the following amount

<u>Peterbilt 320 &amp; 2013 Model Year</u> MAKE MODEL AND YEAR	\$ <u>251,150.00</u> (for 2 units)
With Installation of body and delivery	\$ <u>456,044.00</u> (for 2 units)
Trade in Amount	\$ <u>(45,000.00)</u> (for 2 units)
Option #1 4 7/8" frame extensions	\$ <u>No Charge</u>
Option #2 with Cummins ISL9 370 hp Engine, with 1250 lb. ft. trq. @ 1400 RPM with 5 yr/ 100,000 mile Cummins Plan 1 Warranty Has a Paccar Heated Fuel Filter Davco N/A	\$ <u>(7,500.00)</u> (for 2 units)
<b>TOTAL</b>	<b>\$ <u>403,544.00</u> (for 2 units)</b>

DELIVERY WILL BE IN 120-135 DAYS 90 Days for Chassis 30 to 45 for the body = 120 to 135 Days

TERMS: Net 15 Days

SUBMITTED BY:



R.N.O.W., Inc.  
NAME OF COMPANY

Steve n Krall., President  
NAME & TITLE OF PERSON SUBMITTING BID

8636R W. National Avenue  
ADDRESS OF COMPANY

February 24, 2012  
DATE

West Allis, WI 53227  
CITY STATE ZIP

(414) - 541 - 5700  
TELEPHONE NUMBER

steve.krall@rnw-inc.com  
E-MAIL ADDRESS

Bidders must return the specification checklist along with the bid form. Bids must be valid for a period of 60 days.

The city reserves the right to reject any and all bids for new or used equipment or accept the bid which best serves the needs of the city.