



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, APRIL 16, 2013
7:00 P.M.
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST
THAD G. BIRMINGHAM, MAYOR**

1. Call to order.
2. Pledge of Allegiance.
3. Roll call.

**PRESENTATION OF CERTIFICATE OF APPRECIATION TO:
JOHN C. LODL, ALDERPERSON DISTRICT 3**

**ORGANIZATIONAL MEETING
THAD G. BIRMINGHAM, MAYOR**

NEWLY ELECTED COUNCIL MEMBER IS SEATED

4. Roll call.
5. Adoption of agenda.
6. Presentation by: Sturgeon Bay Visitor Center.
7. Consideration of the following bills: General Fund – \$177,335.93, Capital Fund - \$19,282.00, Cable TV - \$283.27, and Solid Waste Enterprise - \$9,770.51 for a grand total of \$206,671.71. [roll call]

8. CONSENT AGENDA

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

* a. Approval of 4/2/13 regular Common Council minutes.

* b. Approval of the following minutes:

- (1) Personnel Committee – 2/7/13
- (2) Personnel Committee – 2/12/13
- (3) Personnel Committee – 2/18/13
- (4) Bicycle and Pedestrian Advisory Board – 3/7/13
- (5) Joint Review Board – 4/2/13
- (6) Personnel Committee – 4/2/13
- (7) Finance/Purchasing & Building Committee – 4/2/13

* c. Place following report on file:

- (1) Inspection Department Report – March 2013
- (2) Fire Department Report – March 2013
- (3) Police Department Report – March 2013

(4) Annual Fire Report - 2012

- * d. **Consideration of: Temporary Class B Beer license.**
 - * e. **Consideration of: Temporary Class B Beer and Temporary Class B Wine licenses.**
 - * f. **Resolution re: Designating official newspaper.**
 - * g. **Resolution re: Designating Public Depositories.**
 - * h. **Disallowance of Claim Resolution re: Claim filed by Mark & Nicole Isaksen.**
 - * i. **Disallowance of Claim Resolution re: Claim filed by Harry Zak.**
 - * j. **Consideration of: Street Closure Application for Sustain Door Inc./Lakeshore Natural Resources Partnership.**
 - * k. **Finance/Purchasing & Building Committee recommendation re: Approve request from Jon Hanson to reflect his business name, Sung Harbor Inn, Inc., rather than Jon E. Hanson in the lease he holds with the City for the 85 foot concrete pier at the west side dock.**
9. **Mayoral appointments.**
10. **Election of Council President. [Council Election]**
11. **Consideration of: Consultant for Environmental Work for West Waterfront Redevelopment Project.**
12. **Consideration of: Sawyer Park Improvements and Walkway Extension.**
13. **Second reading of re: re: Amend Section 12.015 and 12.016 of the Municipal Code – Garbage and Refuse Collection.**
14. **Personnel Committee recommendation re: Adopt the Reorganization of the Administration, Finance and Municipal Services Departments as described in the attached summary.**
15. **Committee Chairperson Reports:**
- a. **Personnel Committee**
 - b. **Parking & Traffic Committee**
 - c. **Community Protection & Services Committee**
 - d. **Sturgeon Bay Utility Commission**
16. **Public comment on non-agenda items.**
17. **Mayor's comments.**
18. **Adjourn.**

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date:

4/12/13

Time:

12:00 pm

By:

W. J. J.

CITY OF STURGEON BAY
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 04/16/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
ASSETS				
R0001049	ARAMARK MANAGEMENT SVC LTD	2013 DPP OVERPAYMENT	01-000-000-12320	606.43
TOTAL ASSETS				606.43
TOTAL GENERAL FUND				606.43
MAYOR				
04696	DOOR COUNTY TREASURER	03/13 INTERNET	01-100-000-56700	2.70
TOTAL				2.70
TOTAL MAYOR				2.70
CITY COUNCIL				
19791	STURGEON BAY FLORIST	FLORAL ARRANGEMENT HAYES	01-105-000-55600	57.50
19791		SOUKUP FUNERAL ARRANGEMENT	01-105-000-54999	55.00
TOTAL				112.50
TOTAL CITY COUNCIL				112.50
LAW/LEGAL				
16555	PINKERT LAW FIRM, LLP	GENERAL MATTERS	01-110-000-55010	1,248.00
TOTAL				1,248.00
TOTAL LAW/LEGAL				1,248.00
CITY CLERK-TREASURER				
04696	DOOR COUNTY TREASURER	03/13 INTERNET	01-115-000-56700	10.90
TOTAL				10.90
TOTAL CITY CLERK-TREASURER				10.90
ADMINISTRATION				
04696	DOOR COUNTY TREASURER	03/13 INTERNET	01-120-000-56700	2.70
19841	ROTARY CLUB OF STURGEON BAY	2013 2ND QRT DUES	01-120-000-56000	187.00
TOTAL				189.70
TOTAL ADMINISTRATION				189.70
COMPUTER				

INVOICES DUE ON/BEFORE 04/16/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
04696	DOOR COUNTY TREASURER	03/13 TECH SUPPORT	01-125-000-55550	2,500.00
HEARTLND	HEARTLAND SERVICES, INC.	REPAIR ARBITRATOR	01-125-000-55500	801.09
TOTAL				3,301.09
TOTAL COMPUTER				3,301.09
CITY ASSESSOR				
04696	DOOR COUNTY TREASURER	03/13 INTERNET	01-130-000-56700	5.40
ASSO APP	ASSOCIATED APPRAISAL	04/16/13 CONTRACT	01-130-000-55010	1,245.83
TOTAL				1,251.23
TOTAL CITY ASSESSOR				1,251.23
BUILDING/ZONING CODE ENFORCEMENT				
04696	DOOR COUNTY TREASURER	03/13 INTERNET	01-140-000-56700	2.70
09223	INDEPENDENT INSPECTIONS, LTD	03/13 PERMITS	01-140-000-55010	2,136.32
TOTAL				2,139.02
TOTAL BUILDING/ZONING CODE ENFORCEMENT				2,139.02
MUNICIPAL SERVICES ADMIN.				
04696	DOOR COUNTY TREASURER	03/13 INTERNET	01-145-000-56700	5.40
20725	T R COCHART TIRE CENTER	2 TIRES, MOUNT/DISMOUNT & DISP	01-145-000-56250	336.54
LAU'S	LAU'S AUTO CARE CENTER INC	FRONT END ALIGNMENT	01-145-000-56250	64.95
TOTAL				406.89
TOTAL MUNICIPAL SERVICES ADMIN.				406.89
PUBLIC WORKS ADMINISTRATION				
04696	DOOR COUNTY TREASURER	03/13 INTERNET	01-150-000-56700	6.75
15890	PACK AND SHIP PLUS	SHIP NWSLTRS FOR UTILITY BILL	01-150-000-54999	39.23
FOX STAM	FOX STAMP, SIGN & SPECIALTY	DEPOSIT STAMP	01-150-000-54999	27.85
FOX STAM		SHIPPING	01-150-000-54999	2.19
TOTAL				76.02
TOTAL PUBLIC WORKS ADMINISTRATION				76.02
ELECTIONS DEPARTMENT				
02216	BAY VIEW LUTHERAN CHURCH	APRIL ELECTION	01-155-000-57650	110.00
04575	DOOR COUNTY HARDWARE	VELCRO	01-155-000-54999	30.99
04575		EXCHANGE VELCRO	01-155-000-54999	-25.67

DATE: 04/09/2013
TIME: 15:23:54
ID: AP443000.CST

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/16/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
19800	STURGEON BAY JAYCEES	APRIL ELECTION	01-155-000-57650	110.00
		TOTAL		225.32
		TOTAL ELECTIONS DEPARTMENT		225.32
CITY HALL				
04575	DOOR COUNTY HARDWARE	TAPE	01-160-000-54999	10.99
08280	HILL BUILDING MAINTENANCE INC	03/13 CH CLEANING	01-160-000-55300	765.00
19880	STURGEON BAY UTILITIES	421 MICHIGAN ST	01-160-000-56150	1,822.96
19880		421 MICHIGAN ST	01-160-000-58650	190.42
CULLIGAN	CULLIGAN OF STURGEON BAY	14 80 LB BAGS SALT	01-160-000-54999	192.22
WARNER	WARNER-WEXEL WHOLESALE &	CASE PAPER TOWELS	01-160-000-54999	34.15
		TOTAL		3,015.74
		TOTAL CITY HALL		3,015.74
INSURANCE				
BH	BURKART HEISDORF INSURANCE	04/13 GENERAL LIABILITY	01-165-000-56400	2,926.00
BH		04/13 POLICE LIABILITY	01-165-000-57150	1,105.00
BH		04/13 PUBLIC OFFICIALS	01-165-000-57400	1,111.00
BH		04/13 AUTO LIABILITY	01-165-000-55200	1,745.00
BH		04/13 AUTO PHYS DAMAGE	01-165-000-55200	1,164.00
BH		04/13 WORK COMP	01-165-000-58750	14,403.00
BODART	BODART ELECTRIC SERVICE, INC	REPR DAMAGED TRAFFIC SIGNAL	01-165-000-57350	618.44
		TOTAL		23,072.44
		TOTAL INSURANCE		23,072.44
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	03/13 CH PHONE	01-199-000-58200	137.07
04696		03/13 FD PHONE	01-199-000-58200	39.93
04696		03/13 MS PHONE	01-199-000-58200	40.91
04696		03/13 PD PHONE	01-199-000-58200	96.00
04696		1ST QTR PHONE	01-199-000-58200	488.40
04696		1ST QTR VOICEMAIL	01-199-000-58200	162.00
08167	GANNETT WISCONSIN NEWSPAPERS	BIDS, CC MINUTES, ORD, JNT RW	01-199-000-57450	369.07
08167		PHN ANDERSON PUD	01-199-000-57450	21.28
09225	INFINITY TECHNOLOGY INC	04/13 BMOS	01-199-000-51100	50.00
19085	SCHENCK BUSINESS SOLUTIONS	AUDIT INTERIM BILLING	01-199-000-55150	8,300.00
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	YELLOW TONER	01-199-000-55650	204.46
		TOTAL		9,909.12
		TOTAL GENERAL EXPENDITURES		9,909.12

POLICE DEPARTMENT

DATE: 04/09/2013
 TIME: 15:23:55
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CITY OF STURGEON BAY
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 04/16/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
04696	DOOR COUNTY TREASURER	03/13 INTERNET	01-200-000-56700	37.80
15890	PACK AND SHIP PLUS	SHIPPING	01-200-000-57250	20.06
15890		SHIPPING	01-200-000-57250	8.74
15890		SHIPPING	01-200-000-57250	19.68
17700	QUILL CORPORATION	OFFICE SUPPLIES	01-200-000-51950	50.97
20254	TIP TOP CLEANERS	UNIFORM CLNG ALLOW DAN B	01-200-000-56800	11.72
AQUA	AQUA CENTER OF GREEN BAY INC	SCUBA CLASS HENRY	01-200-000-55600	51.04
TOTAL				200.01
TOTAL POLICE DEPARTMENT				200.01
POLICE DEPARTMENT/PATROL				
02001	RED THE UNIFORM TAYLOR	HONOR GUARD TRENCH COYHIS	01-215-000-52900	198.02
02001		HONOR GUARD TRENCH MEISNER	01-215-000-52900	198.02
02005	BAY ELECTRONICS, INC.	TWO WAY INSTALL BRINKMAN	01-215-000-57550	375.00
02005		MICROPHONE SQUAD #40	01-215-000-57550	104.00
04575	DOOR COUNTY HARDWARE	2 GAS CANS & LITE BAR	01-215-000-54999	53.98
04575		SAND DISC	01-215-000-54999	7.99
04575		ROLLER, PAINT BRUSHES & TRAY	01-215-000-54999	43.42
04575		PRIMER, ROLLERS & TRAY LINER	01-215-000-54999	39.83
04575		2 GALLONS PRIMER	01-215-000-54999	17.99
04575		PAINT, TAPE, FUSE KIT & HOLDER	01-215-000-54999	48.45
04575		PAINT	01-215-000-54999	27.99
04575		FASTENERS	01-215-000-54999	0.18
12100	LAMPERT YARDS INC	STUDS & PINE DIVE TRUCK	01-215-000-54999	158.33
20254	TIP TOP CLEANERS	UNIFORM CLNG ALLOW MOGEN	01-215-000-56800	1.00
20254		UNIFORM CLNG ALLOW KRAH	01-215-000-56800	0.50
20254		UNIFORM CLNG ALLOW JENNERJOHN	01-215-000-56800	12.82
20254		UNIFORM CLNG ALLOW MEISNER	01-215-000-56800	12.82
20254		UNIFORM CLNG ALLOW BILODEAU	01-215-000-56800	13.32
21450	THE UNIFORM SHOPPE	WATER PROOF BOOT SIDES	01-215-000-52900	83.00
21450		RETURN CAROW	01-215-000-52900	-44.95
21450		RETURN WATERSTREET	01-215-000-52900	-19.70
23828	WITT PENINSULA FORD LINCOLN	HEATER BLOWER RESISTOR	01-215-000-58600	71.75
23828		LOF	01-215-000-58600	24.95
23828		REPLACE BENT RIGHT RIM	01-215-000-58600	50.00
23828		LOF	01-215-000-58600	24.80
23828		REPAIR FLAT	01-215-000-58600	20.00
23828		REPLACE RIGHT RIMS	01-215-000-58600	50.00
AQUA	AQUA CENTER OF GREEN BAY INC	SCUBA CLASS ALBERTSON & MOGEN	01-215-000-55600	102.07
CAROW	MELISSA CAROW	REIMB HOLSTER	01-215-000-52950	39.21
CDE	PAULA REICHEL	12 CSO SHIRTS	01-215-000-52950	491.96
R0001048	JEFF NORLAND	2 SS WORK TABLES	01-215-000-54999	100.00
TOTAL				2,306.75
TOTAL POLICE DEPARTMENT/PATROL				2,306.75
POLICE DEPT. / INVESTIGATIONS				
ACCURINT	LEXISNEXIS	APRIL-JUNE ACCESS FEES	01-225-000-57950	240.00
TOTAL				240.00

INVOICES DUE ON/BEFORE 04/16/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL POLICE DEPT. / INVESTIGATIONS				240.00
FIRE DEPARTMENT				
02001	RED THE UNIFORM TAYLOR	UNIFORM PANTS & COATS	01-250-000-52900	249.86
02001		REMILLARD BELT	01-250-000-52900	53.63
02001		NAME TAGS	01-250-000-52900	69.23
02001		UNIFORM PANTS & COATS	01-250-000-52900	345.72
02001		DRESS COATS FOR 3 TIE FOR 1 FF	01-250-000-52900	401.43
02185	BAY AREA GARMENTS AND SPEC	UNIFORM SWEATSHIRTS	01-250-000-52900	728.68
02275	BENDLIN FIRE EQUIPMENT	RETURN GEAR BELT	01-250-000-52900	-73.00
02275		GEAR BELT AUSTAD	01-250-000-52900	86.00
03075	CARQUEST OF DOOR COUNTY	SEALER & CONTAINERS	01-250-000-53000	22.35
03075		SOLVENT & TAPE	01-250-000-53000	20.11
03075		LIGHT SOCKET & BULBS	01-250-000-53000	28.37
03075		BATTERY CORE CREDIT	01-250-000-53000	-42.00
03159	CHARTER COMMUNICATIONS	WEST SIDE CABLE	01-250-000-54999	6.99
04545	DOOR COUNTY COOPERATIVE	NUTS & BOLTS	01-250-000-54999	6.22
04545		U-NUT	01-250-000-54999	4.99
04545		AIR DRYER UNIT #6	01-250-000-53000	115.00
04575	DOOR COUNTY HARDWARE	FASTENERS, CAULK, CLIP	01-250-000-54999	8.67
04575		FASTENERS	01-250-000-54999	1.10
04575		TAPE, FASTENERS, HITCH PIN	01-250-000-54999	8.13
04575		WIRE	01-250-000-52700	14.99
04575		AIR FILTER	01-250-000-56250	8.98
04575		FASTENERS, SPRAY PAINT	01-250-000-54999	5.27
04575		NOZZLE, BATTERY	01-250-000-56250	12.97
04575		SPRING, BOLT EYE, FASTENERS	01-250-000-54999	20.31
04696	DOOR COUNTY TREASURER	03/13 INTERNET	01-250-000-56700	16.20
04696		03/13 FUEL	01-250-000-51650	938.51
14875	NWTC GREEN BAY	CPR MONTEVIDEO & AUSTAD	01-250-000-55600	37.88
14875		EMS CLASS MONTEVIDEO	01-250-000-55600	60.00
14877	NWTC	EMS BOOKS	01-250-000-55600	547.25
14878	NWTC	AIR MONITORING CLASS	01-250-000-55600	275.00
14878		ADVANCED RESCUE WIEGAND	01-250-000-55600	80.00
19880	STURGEON BAY UTILITIES	421 MICHIGAN ST	01-250-000-56675	53.00
19880		TRUCK FILL	01-250-000-56675	36.00
19880		MEM FLD SPRINKLER	01-250-000-56675	29.00
19880		MEM FLD WARMING HOUSE	01-250-000-56675	29.00
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	29.00
19880		FIRE PROTECTION	01-250-000-56675	8,720.75
19880		QUINCY ST BAY SHIP PIT	01-250-000-56675	29.00
19880		N MADISON AVE SPRINKLER	01-250-000-56675	9.00
19880		PENN ST DOCK	01-250-000-56675	9.00
19880		1018 GREEN BAY RD SIREN	01-250-000-56150	15.45
19880		EAST SIDE DOCK	01-250-000-56675	3.56
19880		107 N 1ST AVE RESTROOMS	01-250-000-56675	29.00
19880		107 N 1ST AVE PARKING RAMP	01-250-000-56675	3.56
19880		48 KENTUCKY ST DOCK	01-250-000-56675	9.00
19880		48 KENTUCKY ST MARINA	01-250-000-56675	29.00
19880		52 VACANT LOTS	01-250-000-56675	555.36
19880		N 7TH PL GARLAND PARK	01-250-000-56675	3.56
38290	HI TEC FABRICATION	ANGLE IRON	01-250-000-56250	27.48
O'REILLY	O'REILLY AUTO PARTS	OIL PRESSURE SWITCH	01-250-000-53000	40.57

INVOICES DUE ON/BEFORE 04/16/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
PAULCONW	PAUL CONWAY SHIELDS	HELMET PARTS	01-250-000-56250	31.90
WARNER	WARNER-WEKEL WHOLESALE &	MOP HEADS & CLEANING SUPPLIES	01-250-000-54999	46.90
TOTAL				13,797.93
TOTAL FIRE DEPARTMENT				13,797.93
STORM SEWERS				
25900	ZOERBS PAINT	GALLON PAINT	01-300-000-54999	34.70
TOTAL				34.70
TOTAL STORM SEWERS				34.70
ROADWAYS/STREETS				
06012	FASTENAL COMPANY	6-6 VOLT BATTERIES	01-400-000-51400	59.72
TOTAL				59.72
TOTAL ROADWAYS/STREETS				59.72
SNOW REMOVAL				
03075	CARQUEST OF DOOR COUNTY	OIL SEAL	01-410-000-51400	10.91
03075		BEARINGS	01-410-000-51400	45.97
11800	KRUEGER IMPLEMENT INC	SPROCKET	01-410-000-51400	19.90
TOTAL				76.78
TOTAL SNOW REMOVAL				76.78
STREET MACHINERY				
03075	CARQUEST OF DOOR COUNTY	2 BATTERIES	01-450-000-52150	279.70
03075		LIJ 1142 GUN	01-450-000-52150	26.59
03075		RETURN LIJ 1142 GUN	01-450-000-52150	-26.59
03075		RETURN 2 DEFECTIVE BATTERIES	01-450-000-52150	-279.70
03075		FUSE & SWITCH	01-450-000-52150	18.33
20725	T R COCHART TIRE CENTER	2 SNO-PLUS TIRES	01-450-000-53000	1,857.40
20725		2 TIRES, MOUNT/DISMOUNT & DISP	01-450-000-53000	261.04
GREEN BA	GREEN BAY REBUILDERS, LLC	REBUILD ALTERNATOR	01-450-000-53000	85.00
TOTAL				2,221.77
TOTAL STREET MACHINERY				2,221.77
CITY GARAGE				
ALLIED	ALLIED EQUIPMENT, INC	AIR COMPRESSOR LINE	01-460-000-56250	209.83

INVOICES DUE ON/BEFORE 04/16/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
POWER	POWER TOOL SERVICE CO	REBUILD 1/2" IMPACT WRENCH	01-460-000-52700	59.00
		TOTAL		268.83
		TOTAL CITY GARAGE		268.83

HIGHWAYS - GENERAL

19880	STURGEON BAY UTILITIES	1536 EGG HRB RD TRAFFIC LIGHTS	01-499-000-58000	26.99
19880		N 14TH AVE HBR TREC LIGHTS	01-499-000-58000	34.92
19880		WS TRAFFIC LIGHTS	01-499-000-58000	117.81
19880		ORNAMENTAL ST LIGHTS	01-499-000-58000	6,061.61
19880		OVERHEAD ST LIGHTS	01-499-000-58000	8,961.21
19880		808 S DULUTH AVE SIGN	01-499-000-58000	12.77
19880		WALNUT DR & LANSING SIGN	01-499-000-58000	9.03
19880		EAST SIDE DOCK	01-499-000-58000	56.20
19880		SHIPYARD DEVELOPMENT	01-499-000-58000	68.80
19880		OLD HWY RD SIGN	01-499-000-58000	10.32
		TOTAL		15,359.66
		TOTAL HIGHWAYS - GENERAL		15,359.66

PARK & RECREATION ADMIN

04696	DOOR COUNTY TREASURER	03/13 INTERNET	01-500-000-56700	4.05
		TOTAL		4.05
		TOTAL PARK & RECREATION ADMIN		4.05

PARKS AND PLAYGROUNDS

03075	CARQUEST OF DOOR COUNTY	OIL, AIR & HYDRO FILTERS	01-510-000-53000	29.10
03075		4 BEARINGS	01-510-000-54999	29.16
19297	SHORE TO SHORE RENTAL, INC	STARTER ASSEMBLY	01-510-000-54999	28.00
19880	STURGEON BAY UTILITIES	MEM FLD WARMING HOUSE	01-510-000-56150	136.39
19880		MEM FLD WARMING HOUSE	01-510-000-58650	50.58
19880		MEM FLD PARKING LOT	01-510-000-56150	8.24
19880		GIRLS LITTLE LEAGUE	01-510-000-56150	26.35
19880		MARTIN PARK	01-510-000-56150	8.24
19880		N 7TH PL GARLAND PARK	01-510-000-56150	8.24
19880		FLAG LIGHT 5TH & MICHIGAN	01-510-000-56150	39.88
PROPET	PROPET DISTRIBUTORS, INC	2 CASES DOG WASTE BAGS	01-510-000-54999	432.00
PROPET		SHIPPING	01-510-000-54999	56.35
		TOTAL		852.53
		TOTAL PARKS AND PLAYGROUNDS		852.53

BALLFIELDS

INVOICES DUE ON/BEFORE 04/16/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
02227	BEACON ATHLETICS	PALLET DIAMOND DRY	01-520-000-54999	375.00
02227		SHIPPING	01-520-000-54999	50.00
TOTAL				425.00
TOTAL BALLFIELDS				425.00
WATER WEED MANAGEMENT				
23661	WI DEPT OF NATURAL RESOURCES	AQUATIC CHEMICAL SPRAY PERMIT	01-560-000-55010	1,270.00
23661		5YR AQUATIC MGMT HRVSTING PRMT	01-560-000-55010	300.00
TOTAL				1,570.00
TOTAL WATER WEED MANAGEMENT				1,570.00
WATERFRONT PARKS & WALKWAYS				
19880	STURGEON BAY UTILITIES	W LARCH ST WALKWAY LIGHTS	01-570-000-56150	92.76
19880		W LARCH ST PARKING LOT	01-570-000-56150	37.22
19880		48 KENTUCKY ST WTR FRT	01-570-000-56150	194.63
19880		107 N 1ST AVE RESTROOMS	01-570-000-56150	24.50
19880		107 N 1ST AVE RESTROOMS	01-570-000-58650	48.40
19880		107 N 1ST AVE PARKING RAMP	01-570-000-56150	183.17
TOTAL				580.68
TOTAL WATERFRONT PARKS & WALKWAYS				580.68
EMPLOYEE BENEFITS				
03780	COUNSELING ASSOCIATES OF DC	MONTHLY EAP	01-600-000-56553	150.83
23674	WISCONSIN DEPT OF WORFORCE	03/13 UNEMPLOYMENT	01-600-000-50370	1,815.00
TOTAL				1,965.83
TOTAL EMPLOYEE BENEFITS				1,965.83
COMMUNITY & ECONOMIC DEVLPMT				
04549	DOOR COUNTY ECONOMIC DEVELOPME	ANNUAL LUNCHEON	01-900-000-55600	30.00
04696	DOOR COUNTY TREASURER	03/13 INTERNET	01-900-000-56700	5.40
17700	QUILL CORPORATION	3 INK CARTS	01-900-000-51950	84.52
TOTAL				119.92
TOTAL COMMUNITY & ECONOMIC DEVLPMT				119.92
TOTAL GENERAL FUND				85,651.26

INVOICES DUE ON/BEFORE 04/16/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
REVENUE				
13049	MAY'S SPORT CENTER	TRADE IN	10-000-000-48100	-7,200.00
TOTAL REVENUE				-7,200.00
TOTAL				-7,200.00
ROADWAYS/STREETS				
EXPENSE				
02130	BAUDHUIN INC	EGG HBR RD/STORM POND DESIGN	10-400-000-59096	1,738.00
TOTAL EXPENSE				1,738.00
TOTAL ROADWAYS/STREETS				1,738.00
PARKS AND PLAYGROUNDS				
EXPENSE				
13049	MAY'S SPORT CENTER	2 2013 ZERO TURN TORO MOWERS	10-510-000-59065	24,744.00
TOTAL EXPENSE				24,744.00
TOTAL PARKS AND PLAYGROUNDS				24,744.00
TOTAL CAPITAL FUND				19,282.00
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
03159	CHARTER COMMUNICATIONS	CB MUSIC SERVICE	21-000-000-56700	33.27
04696	DOOR COUNTY TREASURER	03/13 INTERNET	21-000-000-56700	100.00
MANN	MANN COMMUNICATIONS, LLC	COUNCIL PREVIEWS ROGER	21-000-000-58999	105.00
MANN		DVD TO LIBRARY	21-000-000-58999	45.00
TOTAL CABLE TV / GENERAL				283.27
TOTAL CABLE TV / GENERAL				283.27
TOTAL CABLE TV				283.27
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
03075	CARQUEST OF DOOR COUNTY	RED LAMPS & PAINTERS GLOVES	60-000-000-53000	32.47
20725	T R COCHART TIRE CENTER	REPAIR FLAT	60-000-000-53000	30.00
DC WASTE	DOOR COUNTY WASTE & RECYCLING	152.53 TONS REFUSE	60-000-000-58300	8,857.94
DC WASTE		64.49 TONS RECYCLING	60-000-000-58350	850.10
TOTAL SOLID WASTE ENTERPRISE FUND				9,770.51
TOTAL SOLID WASTE ENTERPRISE FUND				9,770.51
TOTAL SOLID WASTE ENTERPRISE				9,770.51
TOTAL ALL FUNDS				114,987.04

MANUAL CHECKS

WPPI	\$ 5,185.28
04/01/13	
ACH	
Dental Insurance	
Misc accounts	

WPPI	\$ 86,499.39
04/01/13	
ACH	
Health Insurance	
Misc accounts	

TOTAL MANUAL CHECKS	\$ 91,684.67
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DATE: 04/09/2013
TIME: 15:23:58
ID: AP443000.CST

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 10

INVOICES DUE ON/BEFORE 04/16/2013

VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE

SUMMARY OF FUNDS:

GENERAL FUND	185,651.26	177,335.93
CAPITAL FUND	19,282.00	
CABLE TV	283.27	
SOLID WASTE ENTERPRISE	9,770.51	
TOTAL --- ALL FUNDS	114,987.04	206,671.71

Sammy B. Wojcik 4-9-13
Richard Or 4/9/13
Walt 4/9/13

Common Council
April 2, 2013

A meeting of the Common Council was called to order by Mayor Birmingham at 7:03PM. The Pledge of Allegiance was recited. Roll Call: Ald. Wiegand, Vandertie, Lodl, Wiesner, Stutting, and Schlicht present. Alderman Fett was excused

Stutting/Wiesner to adopt the agenda. Carried

Mayor Birmingham recognized the retirement of Loader/Heavy Equipment Operator Thomas Mengert for service to the City of Sturgeon Bay from 1977-2013. He presented Mr. Mengert a certificate and watch in recognition of his service.

Stutting/Schlicht to approve bills: General Fund – \$56,915.01, Capital Fund - \$1,649.91, Cable TV - \$4,390.00, TID #2 - \$299.00, and Solid Waste Enterprise - \$3,139.65 for a grand total of \$66,393.57. Roll Call: all voted Aye. Carried

Schlicht/Vandertie to approve the consent agenda:

- a. Approval of 3/19/13 regular Common Council minutes.
- b. Approval of the following minutes:
 - (1) Sturgeon Bay Utility Commission – 2/12/13
 - (2) Finance/Purchasing & Building Committee – 3/12/13
 - (3) Community Protection & Services Committee – 3/14/13
 - (4) Waterfront Redevelopment Authority – 3/18/13
 - (5) Loan Review Committee – 3/19/13
 - (6) City Plan Commission – 3/20/13
- c. Consideration of: Approval of Beverage Operator Licenses.
- d. Consideration of: Approval of Class A Beer and Class A Liquor License.
- e. Finance/Purchasing & Building Committee recommendation re: Accept bid from May's Sport Center for two zero turn mowers with bagger units in the amount of \$17,544.
- f. Finance/Purchasing & Building Committee recommendation re: Refund LaVine's Ice Company, LLC \$1,785.32 for overpayment of their 2012 personal property taxes.
- g. Community Protection & Services Committee recommendation re: Repeal and recreate Section 12.015 and 12.016 of the Municipal Code (Garbage & Refuse collection)

All voted Aye. Carried

There were no Mayoral Appointments.

Schlicht/Wiesner for the First reading of ordinance to Amend Section 12.015 and 12.016 of the Municipal Code – Garbage and Refuse Collection. All voted Aye. Carried

Wiegand/Schlicht to Reconstruct North 4th Avenue from Jefferson Street to 500' north of Iowa Street and West Oak Street from Madison Avenue to Lansing Avenue. All voted Aye. Carried

Motion by Schlicht to approve the recommendation of the Community Protection & Services Committee to install a streetlight by the alley on Oak Street, Pole #10G-9-4-8. Motion failed due to the lack of a second.

Stutting/Schlicht to approve the Sturgeon Bay Revolving Loan Fund Committee recommendation for the approval of revisions to the CDBG-ED Capitalized Revolving Loan Program Policies and Procedures Manual for the City of Sturgeon Bay. Mayor Birmingham asked Door County Economic Development Director Bill Chaudoir to explain the suggested changes. Mr. Chaudoir explained the changes and that they are required by federal and state regulators. All voted Aye. Carried

Stutting/Schlicht to approve Sturgeon Bay Revolving Loan Fund Committee recommendation for a Loan of \$35,000 for Scaturò's Baking Company subject to conditions. All voted Aye. Carried

Stutting/Wiegand to approve the Finance/Purchasing & Building Committee recommendation to Purchase one police vehicle. Captain Dan Brinkman provided handouts and explained the selection of the vehicle, the vehicle specifications and cost. All voted Aye. Carried

Stutting/Wiegand to approve the Finance/Purchasing & Building Committee recommendation for a Police Department fund Transfer. All voted Aye. Carried

Committee Chairperson Reports:

- a. City Plan Commission report was presented by Alderman Wiegand
- b. Finance/Purchasing & Building Committee report was presented by Alderman Stutting
- c. Park & Recreation Committee report was presented by Alderman Wiegand .

There were no public comments on non-agenda items.

Mayor Birmingham commented on the funeral services for Firefighter John Soukup and the very professional and personal services provided by Fire Chief Tim Herlache, Assistant Chief Tim Dietman, the combined Fire and Police Color Guard.

Mayor Birmingham extended the condolences of the City to the family of Emmanuel Fett, father of Alderman Stewart Fett at his passing.

Schlicht/Wiesner to convene in closed session in accordance with the following exemption:

Considering employment, promotion, compensation or performance evaluation data of

any public employee over which the governmental body has jurisdiction or exercises responsibility. Wis. Stats. 19.85(1)(c) for the position of Crew Supervisor.

Roll Call: all voted Aye. Carried

Council reconvened in Open Session at 7:40PM.

Vandertie/Stutting to offer the position of crew supervisor to Chad Shefchik at an annual salary of \$60,000 with the same benefits offered other city employees to include a two week annual starting vacation.

Roll call:

Stutting	Aye
Wiegand	Aye
Vandertie	Aye
Lodl	No
Wiesner	Aye
Schlicht	No

Motion carried by a vote of 4 -2

Vandertie/Wiesner to adjourn. Carried. The meeting adjourned at 7:50PM.

Respectfully submitted,


Stephen B. McNeil
City Administrator

PERSONNEL COMMITTEE
February 7, 2013

A meeting of the Personnel Committee was called to order at 5:00 p.m. by Chairperson Vandertie in the second floor conference room, City Hall. Roll call: Members Vandertie, Stutting, and Wiegand were present. Also present: Mayor Birmingham, Ald. Fett, City Administrator McNeil, Municipal Services Supt. Bordeau, City Clerk Reinhardt, City Treasurer/Finance Director Clarizio, Community Development Director Olejniczak, Fire Chief Herlache, Police Chief Porter, and Police Capt. Brinkman.

Moved by Mr. Stutting, seconded by Mr. Wiegand to adopt the following agenda:

1. Call to order.
2. Roll call.
3. Adoption of agenda.
4. Consideration of: Proposed reorganization.
5. Adjourn.

Carried.

City Administrator McNeil summarized the process that Department Heads used to come up with the proposed reorganization due to the retirements of two administrative employees. He noted that reorganizing within departments is typically done when there is some sort of personnel change. That was the case in the recent past within Municipal Services, Community Development, Police Department and now at this time.

All administrative activities were looked at to determine what tasks could be changed, shifted, or combined.

A power point summary was presented in detail by the City Administrator and the Department Heads. Red-lined copies of all job descriptions were distributed to the Personnel Committee and other members attending.

The staff answered questions regarding job duties on proposed positions, correlating wages, benefits, new website design/options, and different departments utilizing the reorganizational changes to make the departments more effective.

It was presented that the proposed changes would amount to a \$124,503 savings in a full year.

Discussion took place regarding a part of the proposal that includes a new City web site. It was noted that payments, reservations, and other basic services would be made available to citizens on line with a newly designed and functioning website.

It was the consensus of the committee to have the Finance/Purchasing & Building Committee consider a transfer of funds to upgrade the City's web site.

Discussion took place regarding continuing the meeting at another time to discuss salaries. It was noted that McNeil should check to see if closed session would be permissible for this discussion. The committee will meet on Tuesday, February 12, 2013 at 6:00 p.m.

Moved by Mr. Stutting, seconded by Mr. Wiegand to adjourn. Carried. The meeting adjourned at 6:31 p.m.

Respectfully submitted,

Stephanie L. Reinhardt

Stephanie L. Reinhardt

City Clerk

PERSONNEL COMMITTEE
February 12, 2013

A meeting of the Personnel Committee was called to order by Chairperson Vandertie at 6:00PM in the second floor conference room. Roll call: Members Vandertie, Stutting and Wiegand were present. Also present: Mayor Birmingham, Alderpersons Fett, Schlicht and Lodl and City Administrator McNeil.

Moved by Mr. Stutting, seconded by Mr. Wiegand to adopt the following agenda:

1. Call to order.
2. Roll call.
3. Adoption of agenda.
4. Consideration of: Proposed Reorganization.
5. Adjourn.

Carried.

Committee Chair Vandertie summarized the last meeting and the reorganization briefly and began a discussion on wages. Stutting asked McNeil to display the Power Point Presentation made by staff at the previous meeting. The Power Point Presentation was displayed beginning with the Municipal Services Department. A discussion followed on all of the Municipal Services positions, responsibilities, experience of staff and wages.

Motion by Stutting, second Wiegand to recommend to the Common Council to establish a wage of \$18.90/hour for the Municipal Services Assistant position. Vote unanimous.

Motion by Wiegand, second Stutting to recommend to the Common Council to establish a wage of \$13.00/hour for a part time Parks Secretary position. Vote unanimous.

A similar discussion followed on the Administration/Finance Department. Concern was expressed that there would be times when the front counter would not be manned and the office closed. Vandertie stated that he discussed this in detail with Administrator McNeil and McNeil stated that counter would always be staffed; the door would not be closed during the hours of 8:00AM – 4:30PM.

Motion by Wiegand, second Stutting to recommend to the Common Council to establish a wage of \$19.64/hour for the Deputy Clerk/Treasurer position. Vote unanimous.

Motion Wiegand, second Stutting to recommend to the Common Council to create the part time position of Office Accounting Assistant, not to exceed 29 hours per week at the rate of \$17.18/hour. Vote unanimous.

Motion Wiegand, second Stutting to recommend to the Common Council to create the full time position of Receptionist/Customer Service Representative at the rate of \$15.84/hour. Vote unanimous.

Motion by Wiegand, second Stutting to adjourn. Vote unanimous. Meeting adjourned at 7:05PM

Respectfully submitted,


Stephen B. McNeil
City Administrator

PERSONNEL COMMITTEE
February 18, 2013

A meeting of the Personnel Committee was called to order by Chairperson Vandertie at 5:05PM in the second floor conference room. Roll call: Members Vandertie, Stutting and Wiegand were present. Also present: Mayor Birmingham, Alderpersons Fett, Schlicht and City Administrator McNeil.

Moved by Mr. Stutting, seconded by Mr. Wiegand to adopt the following agenda:

1. Call to order.
2. Roll call.
3. Adoption of agenda.
4. Consideration of: Proposed Reorganization.
5. Adjourn.

Carried.

Committee Chair Vandertie summarized the Feb. 12, 2013 meeting and began the discussion with the Community Development Department. Vandertie pointed out that the reorganization proposes that the Assessing Clerk position be reduced to 30 hours. A discussion followed on the reduction in services that the city will be providing its residents. Wiegand stated that the public should have full 40 hour/week access to the Assessing Department staff. McNeil stated that if the Assessing Clerk position remains at 40 hours that the additional 10 hours will be directed at tasks for other departments.

Motion by Wiegand, second Stutting to leave the Assessing Clerk position at 40 hours/week. Vote unanimous.

Committee Chair Vandertie began a similar discussion on the increased work/responsibilities of the Department Heads and their individual salaries. Vandertie stated that City Clerk has taken on the Human Resources functions and the most additional work and responsibilities and recommended a 10% increase in wages for the new position of City Clerk/Human Resources Director. He further proposed an increase of 1.5 % for Director of Municipal Services and 1.5% for the Finance Director/Treasurer. Discussion followed.

Motion by Wiegand, second Stutting to recommend to the Common Council to increase the annual salaries as follows:

Municipal Services Director	4%
City Clerk/Human Resources Director	10%
Finance Director/Treasurer	4%

Vote unanimous.

Motion by Stutting, second Vandertie to increase the wage of the City Administrator 4%. Vote unanimous

Motion by Stutting to adjourn. Second Wiegand. Vote unanimous.

Meeting adjourned at 6:35PM

Respectfully submitted,


Stephen B. McNeil
City Administrator

AMENDED
BICYCLE AND PEDESTRIAN ADVISORY BOARD
Thursday, March 7, 2013

The Bicycle and Pedestrian Advisory Board meeting was called to order at 4:00 p.m. by Chairperson Robert Schlicht in the 2nd floor Conference Room, City Hall, 421 Michigan Street.

Roll call: *Members Bob Schlicht, Laurel Brooks, Paul Anschutz, Rhonda Kehlberg Kolberg, Randy Watermolen and Tony Depies were present. Members Nathan Hayes and Leni Spaude were excused. Also present were Police Captain Dan Brinkman and Municipal Services Secretary Jennifer Lenius.*

Adoption of agenda:

Moved by Ms. Brooks, seconded by Mr. Anschutz to adopt the following agenda:

1. *Roll call.*
2. *Adoption of agenda.*
3. *Approval of minutes from February 7, 2013.*
4. *Discussion of: Bike to work week preparedness*
5. *Discussion of: Safe routes to school historic preservation contract*
6. *Discussion of: Ahnapee Trail / Bay View bridge path*
7. *Discussion of: Safe Routes to school recommendation review*
8. *Consideration of: Proper signage/stripping for Oregon Street Bike Lanes*
9. *Adjourn*

All in favor. Carried.

Approval of minutes from February 7, 2013: *Moved by Mr. Anschutz, seconded by Ms. Brooks to approve the minutes from February 7, 2013. All in favor. Carried.*

Discussion of: Bike to work week preparedness: *Mr. Anschutz updated the board on the progress of the Bike Rodeo that will take place April 27th in the Market Square parking lot. Volunteers and sponsors have been secured. Mr. Anschutz asked Mr. Watermolen if a 5 minute video could be shown in the schools prior to April 27th that would help raise awareness about the event. Mr. Watermolen said he thought it would be a good idea and suggested handouts about the event be passed out to students at that time.*

Mr. Anschutz stated bike to work week takes place May 13-17 and bike to school day is May 8th. He asked Mr. Watermolen if the schools would be interested in being involved in these two events. Mr. Watermolen expressed his concern about the Hwy detour during this time and although the whole event is a great idea thought parents may have some reservations on allowing their children to bike to school with the increase of traffic in the City especially along Michigan Street. Ms. Hauser Brooks suggested having parents and teachers volunteer at various intersections to assist those on their bikes to cross at the intersections. Mr. Depies commented that there is some money allotted by the DOT for the Police Department during the detour that could be used for an event such as this.

Discussion of: Safe routes to school historic preservation contract: *Mr. Depies updated the board on the process of installing sidewalks in the historic preservation areas that are included in the Safe Routes to School Plan.*

Discussion of: Ahnapee Trail / Bay View Bridge path: *Mr. Depies stated that the deadline of March 8th that was in place has been put on hold. Mr. Anschutz asked if the new Door County Parks Director could be invited to the next meeting since some of the projects being worked on coincide with county projects or use of county land.*

Discussion of: Safe routes to school recommendation review: *The board discussed the current recommendations that are in the Safe Routes to School Plan to see if anything needs to be changed or focused on by the group. Mr. Schlicht suggested the board review the recommendations so they could be discussed at the next meeting. Mr. Depies said he would try to acquire the old survey that was used to develop the recommendations and possibly have it placed online so people could print it and fill it out to return to the City or to also have it available at the Bike Rodeo for parents to fill out while their children are participating in the event.*

Consideration of: Proper signage/stripping for Oregon Street Bike Lanes: *Mr. Depies explained that installing a "Bike Lane Ends" sign and a sign that says "Bikes May Have Full Use of Lane" will clarify to both bicyclists and motorists that the lanes will be shared by both bikes and vehicles the last 120' of Oregon Street before the 1st Avenue intersection.*

Adjourn: *Moved by Mr. Depies, seconded by Mr. Anschutz to adjourn. Carried. Meeting adjourned at 5:15 p.m.*

Respectfully submitted,



Jennifer Lenius
Municipal Services Secretary

JOINT REVIEW BOARD

Tuesday, April 2, 2013

A meeting of the Joint Review Board was called to order at 10:30 a.m. by Mayor Thad Birmingham in Council Chambers, City Hall, 421 Michigan Street.

Roll call: Members present were City Representative Mayor Thad Birmingham, Sturgeon Bay School Representative Jacob Schulz, Door County Representative Administrator Maureen Murphy, NWTC Representative Clark Wagner, and public member Robert Starr. Also present were Alderman Joe Stutting, Finance Director/City Treasurer Val Clarizio, City Administrator Steve McNeil, Community Development Director Marty Olejniczak, and Community Development Secretary Cheryl Nault.

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

1. Roll call.
2. Adoption of agenda.
3. Resolution re: Amended Project Plan and District Boundaries (Territory Subtraction) of Tax Incremental District No. 2 of the City of Sturgeon Bay.
4. Resolution re: Approve Boundaries of Tax Incremental District No. 4 and Approving Project Plan of Tax Incremental District No. 4.
5. Adjourn.

Carried.

Resolution re: Amended Project Plan and District Boundaries (Territory Subtraction) of Tax Incremental District No. 2 of the City of Sturgeon Bay: Mr. Olejniczak stated that six parcels will be removed from TID #2 in order to create the same six parcels into TID #4. Included are parcels owned by the Vegetable Truck, LLC (Bargain Corner and storage yard); Harbor Place LLC at Larch St. and Madison Ave.; Maritime Museum; Maritime Museum parking lot (owned by the City); Door County Co-op (currently owned by the City); and the parcel leased by the Coast Guard alongside the Oregon St. Bridge. At the previous meeting, the background was given on the projects and the permas had been reviewed. A public hearing had been held at Plan Commission. No testimony was given. The Plan Commission adopted its resolution approving the boundaries of the subtraction of TID #2 and new boundaries of TID #4. The Council also approved the amendment to TID #2, as well as approving TID #4.

Mr. Olejniczak referred to a handout that contained additional information, including decision criteria that Joint Review Boards must base their decision on to approve or deny a proposed tax incremental district plan and boundary designation.

After a short discussion it was moved by Ms. Murphy, seconded by Mr. Starr to approve the resolution approving City Council resolution adopting the amended project plan and district boundaries of Tax Increment District #2 of the City of Sturgeon Bay. All ayes. Carried.

Resolution re: Approve Boundaries of Tax Incremental District No. 4 and Approving Project Plan of Tax Incremental District No. 4: Mr. Olejniczak mentioned that this item refers to the same parcels as previously discussed. TID #4 implements the West Waterfront Redevelopment Plan. The City received a Community Development Block Grant to study this area. The City also received a follow-up grant to study a four-seasons market, as well as other grants to purchase and clean up the property. This is a blight elimination TID. The project plan discusses the improvements that are necessary to spur development. Development will not happen without the creation of TID #4.

Mr. Olejniczak added that there are some public improvements proposed, including a waterfront promenade and festival pier. Approving the district does not commit the City to spending funds. The City has received letters of intent for a couple components of the development, and is expecting to see a letter of intent from a master developer. If a hotel development would not occur in this area, there are other substitution opportunities for downtown residential or other uses.

After discussion, it was moved by Mr. Schulz, seconded by Mr. Wagner to approve the resolution approving boundaries of Tax Increment District #4 and approving the project plan of Tax Increment District #4. All ayes. Carried.

Adjourn: Moved by Mr. Starr, seconded by Ms. Murphy to adjourn. Carried. The meeting adjourned at 10:46 a.m.

Respectfully submitted,



Cheryl Nault

Community Development Secretary

PERSONNEL COMMITTEE

April 2, 2013

A meeting of the Personnel Committee was called to order By Chairperson Vandertie at 6:00PM in the second floor conference room. Roll call: Members Vandertie, Stutting and Wiegand were present. Also present: Alderpersons Wiesner and Schlicht and City Administrator McNeil.

Moved by Mr. Stutting, seconded by Mr. Wiegand to adopt the following agenda:

1. Roll call.
3. Adoption of agenda.
4. Convene in closed session in accordance with the following exemption:

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

Consideration of Crew Supervisor

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

5. Adjourn.

Motion approved.

Moved by Mr. Stutting, seconded by Mr. Wiegand to convene in closed session to consider the employment, promotion, compensation or performance evaluation data of a public employee over which the governmental body has jurisdiction or exercises responsibility. Wis.Stats.19.85(1)(c). Position of Crew Supervisor

Motion approved.

The committee reconvened in open session at 6:20PM.

Moved by Mr. Stutting, seconded by Mr. Wiegand to adjourn.

Meeting adjourned at 6:21PM

Respectfully submitted,


Stephen B. McNeil
City Administrator

FINANCE/PURCHASING & BUILDING COMMITTEE
April 2, 2013

A meeting of the Finance/Purchasing & Building Committee was called to order at 6:30 p.m. by Chairperson Stutting in Council Chambers, City Hall. Roll call: Alderperson Stutting, Alderperson Wiegand, and Alderperson Schlicht were present. Also present: Alderperson Wiesner, Alderperson Vandertie, City Administrator McNeil, Finance Director/City Treasurer Clarizio, Police Chief Porter, Police Captain Brinkman, Sergeant Waterstreet, Public Works/Park and Recreation Superintendent Bordeau, members of the general public, and Office/Accounting Assistant II Flinn.

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

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Lease between City of Sturgeon Bay and Jon E. Hanson re: 85' concrete pier.
4. Consideration of: Purchase of one police vehicle.
5. Consideration of: Declare one police vehicle as surplus.
6. Consideration of: Fund Transfer for Administrative Police vehicle.
7. Review bills.
8. Adjourn.

Carried.

The Committee briefly discussed the lease between City of Sturgeon Bay and Jon E. Hanson re: 85' concrete pier. Moved by Alderperson Wiegand, seconded by Alderperson Schlicht to recommend to the Common Council to approve the request from Jon Hanson to reflect his business name, Snug Harbor Inn, Inc, rather than Jon E. Hanson, in the lease he holds with the City for the 85 foot concrete pier at the west side dock. Carried.

Purchase of one police vehicle was the next item discussed. Police Captain Brinkman stated that one bid was received from Witt Ford Lincoln, LLC. Since Ford has ceased making the Crown Victoria, the department did some research on different vehicles. They have checked with different departments throughout the state and the SUV Police Interceptor would be the right vehicle for the police department. It is roomy and they are able to keep equipment in the cargo space in the back. Sergeant Waterstreet stated that this vehicle has better gas mileage and it is all wheel drive, which would have been helpful this past winter. He added that the road ready package includes red and blue lights in the front and rear of the vehicle. After market lights are very difficult to install and they would not be under warranty. Certain parts and equipment from the old vehicle will be reused on other vehicles. Moved by Alderperson Wiegand, seconded by Alderperson Schlicht to recommend to the Common Council to accept the bid to purchase a 2013 SUV Police Interceptor from Witt Ford Lincoln, LLC in the amount of \$29,279.00 including DMV fees. Carried.

Declare one police vehicle as surplus was then discussed. Police Captain Brinkman stated the vehicle is a 2010 Ford Crown Victoria with over 114,000 miles on it. He continued that they successfully sold six vehicles through Wisconsin Surplus On-Line Auction last year. Moved by Alderperson Wiegand, seconded by Alderperson Schlicht to declare a 2010 Ford Crown Victoria as surplus and to sell it through Wisconsin Surplus On-Line Auction. Carried.

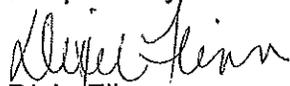
Police Captain Brinkman then led the discussion on the Fund Transfer for Administrative Police vehicle. He stated that the on 12/11/12 the Finance/Purchasing & Building Committee approved the purchase of a fleet vehicle with the insurance settlement from a totaled CSO squad and the trade-in of a surplus vehicle, for a total of \$20,650.55. The vehicle that was ordered was a 2013 Ford Escape. After reviewing the contract it was discovered that a balance was due in the amount of \$3,694.95.

Captain Brinkman continued that the Park & Recreation Department received favorable bids on lawn mowers. Therefore, in the capital budget line item, Vehicles-Riding Lawnmowers account #10-510-000-59035 has \$4,456 available. Public Works/Park and Recreation Superintendent Bordeau was contacted and he agreed to transfer the remaining balance for the Police Department Administrative vehicle into capital budget line item, Vehicles-Squads account #10-215-000-59035. The vehicle that is being replaced is a 2004 Chevrolet Blazer. Moved by Alderperson Wiegand, seconded by Alderperson Schlicht to recommend to the Common Council to transfer \$ 3,694.95 from the capital budget line item 10-510-000-59035 Vehicles - Riding Lawnmowers to 10-215-000-59035 Vehicles – Squads to cover the additional funds needed to purchase the 2013 Ford Escape for administrative use in the Police Department from Witt Ford Lincoln, LLC. Carried.

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

Moved by Alderperson Schlicht, seconded by Alderperson Wiegand to adjourn. Carried. The meeting adjourned at 6:55 p.m.

Respectfully submitted,



Dixie Flinn

Office/Accounting Assistant II

CITY OF STURGEON BAY
INSPECTION DEPARTMENT
March 28, 2013

THE FOLLOWING IS THE MONTHLY SUMMARY OF THE ACTIVITIES OF THE INSPECTION DEPARTMENT FOR THE MONTH OF MARCH 2013.

March-13	YEAR TO DATE		March-13	YEAR TO DATE
0	0	ONE FAMILY DWELLINGS	----	----
0	0	TWO FAMILY DWELLINGS	----	----
0	0	MULTIPLE FAMILY DWELLINGS	----	----
0	0	DUPLEX CONVERTED TO TRI-PLEX	----	----
0	0	C.B.R.F.	----	----
0	2	RESIDENTIAL ADDITIONS	----	84,000
1	10	RESIDENTIAL ALTERATIONS	7,000	86,100
0	1	RESIDENTIAL GARAGES/CARPORTS	----	20,000
0	1	RESIDENTIAL GARAGE ADDITIONS & ALTERATIONS	----	1,500
0	0	RESIDENTIAL STORAGE BUILDINGS	----	----
0	0	RESIDENTIAL SWIMMING POOLS	----	----
0	0	NON-RESIDENTIAL SWIMMING POOLS	----	----
0	0	NEW COMMERCIAL BUILDINGS	----	----
0	0	NON-RESIDENTIAL GARAGES & STORAGE BUILDINGS	----	----
0	1	NON-RESIDENTIAL ADDITIONS	----	763,000
2	6	NON-RESIDENTIAL ALTERATIONS	354,500	461,490
0	0	MUNICIPAL BUILDINGS	----	----
0	0	WAREHOUSES	----	----
0	0	FACTORY & SHOP	----	----
0	0	COMMUNICATION TOWER	----	----
0	0	SUBSTATION	----	----
0	0	AGRICULTURAL BUILDINGS	----	----
3	21		\$361,500	\$1,416,090

TOTAL ESTIMATED COST OF CONSTRUCTION

March-13	YEAR TO DATE	TOTAL PERMITS ISSUED	March-13	YEAR TO DATE
3	22	BUILDING PERMITS	994	4,055
7	26	ELECTRICAL PERMITS	1,081	2,768
2	8	PLUMBING PERMITS	125	559
3	12	HEATING PERMITS	185	1,105
7	62	SIGN PERMITS	210	1,860
0	1	MISCELLANEOUS PERMITS	----	25
0	0	SUMP PUMP PERMITS	----	----
0	0	ELECTRICIAN LICENSES	----	----
0	0	EARLY STARTS	----	----
0	2	EROSION CONTROL	----	250
0	0	STATE PLAN APPROVALS	----	----
0	0	PARK & PLAYGROUND PAYMENTS	----	----
0	1	WISCONSIN PERMIT SEALS	----	35
0	1	ZONING BOARD OF APPEALS APPLICATIONS	----	300
0	2	ZONING CHANGES/P.U.D. APPLICATIONS	----	850
0	0	PLAN COMMISSION - CONDITIONAL USES	----	----
1	2	CERTIFIED SURVEY MAP REVIEWS	110	170
0	0	SUBDIVISION PLATTING REVIEW	----	----
0	0	MISCELLANEOUS REVENUE	----	----
0	0	(COPIES, POSTAGE, SALE OF MAPS, ETC.)	----	----
0	0	RESIDENTIAL BUILDINGS MOVED	----	----
0	0	NON-RESIDENTIAL BUILDINGS MOVED	----	----
0	0	CHANGE OF USE	----	----
0	0	RESIDENTIAL OCCUPANCY FEES	----	----
0	1	COMMERCIAL OCCUPANCY FEES	----	50
0	0	PIER PERMIT	----	----
0	1	DEMOLITION	----	50
0	0	REINSPECTION FEE	----	----
0	0	BLASTING	----	----
TOTAL RECEIPTS DEPOSITED WITH CITY TREASURER			\$2,704.55	\$12,077.00

Cheryl Nault
Cheryl Nault
Building Inspection Dept.



CITY of STURGEON BAY FIRE DEPARTMENT

Tim Dietman
Assistant Fire Chief

421 Michigan St
Sturgeon Bay, WI 54235

920-746-2916 Station 920-746-2405 Office
920-746-2905 FAX
Email: tdietman@sturgeonbaywi.org

TO: The Honorable Mayor Thad Birmingham and the Common Council
FROM: Assistant Fire Chief Tim Dietman
SUBJECT: March 2013 Monthly Fire Report
DATE: April 8, 2013

I submit the following report of activities for the Sturgeon Bay Fire Department for the month of March 2013.

CALLS FIRE DEPARTMENT RECEIVED: 85

<u>CITY CALLS:</u>	<u>79</u>	<u>Type of Call:</u>	<u>COUNTRY CALLS:</u>	<u>06</u>
East Side Calls:	<u>59</u>	Fire		
West Side Calls:	<u>20</u>	EMS	Town of Sturgeon Bay:	<u>06</u>

<u>CALLS PER DAY:</u>	<u>INCIDENT TYPE:</u>	
Monday 08	49 – Medical Non-Emergent	4 – Vehicle Accident
Tuesday 15	20 – Medical Emergent	2 – Carbon Monoxide Incident
Wednesday 07	2 – Gas Leak	1 – Alarm Activation, No Fire
Thursday 10	1 – Gas Spill	2 – Lock Out
Friday 15	2 – Oil Spill	1 -- Smoke Scare/odor of smoke
Saturday 17	1 – Cancelled En Route	
Sunday 13		

INPECTION REPORT:
 Inspections within the city limits: 184
 Number of violations: 78
 Inspections outside the city limits: 00
 Number of violations: 00
 Total number of inspection hours: 84.5 hours

INSPECTION VIOLATIONS:

10 – Exit sign illumination	05 -- Exit Access	05-- Covers & Canopies
02 – Working Clearances	02 – Building Number	09– Exit Illumination
11 – Flexible cord permitted	01 – Fire Ext. Mounting	02 – Extinguisher Required
03 – Cleanliness	04 – Fire Ext. Maint.	01 – Exit Obstructed
01 – Electrical Inspect/Maint.	07 -- Inspect/Maint Sprinkler System	01 – Unsafe heating appliance
01 – Hood System Cleanliness	05 – Compressed gas cylinders	07 – Emergency Lights

SPECIAL REPORTS, ACTIVITIES AND REPAIRS

FIRE PRACTICE: March’s Fire Practice Firefighters had Dr. Luke Staudenmaier in for a talk on Public Safety Stress and Nutrition. Also went through addressing in our districts and scene size-up.

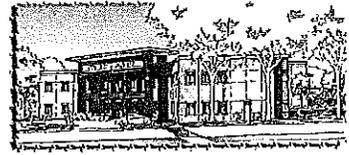
TRUCK/STATION MAINTENANCE: Firefighters completed renovations on unit 7 for the dive team, repaired propane burn pans, changed oil in units #05,#08,#10,#11 and also changed the oil in #8 pump, repaired the mixing valve in the shower at the Westside Station, installed new Red Lights on the Chiefs truck, set up multiple items for training for 2 of the Great Lake vessels, repaired the duct work on the Westside furnace, cleaned the mezzanine and prepped trucks for Line of Duty Funeral.

TRAINING: 263.18 hours of training were conducted in March. Firefighters attended dive rescue set up and line tending at the Stone Quarry, National Search and Rescue training at NWTC, Shipboard fire training, provided firefighting basic training, fire extinguisher training and basic medical training for 50 members of the USS Block & Sykes, CPR Trainer refresher, Drug ID and how to handle items in the field on calls, and 2 firefighters continued their EMR class.

OTHER: Firefighters took part in the St. Patty’s parade, cleaned stations, attended multiple meetings, assisted with Drivers Ed and 8th Grade Career day at NWTC Sturgeon Bay



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 March, 2013

Date: April 9, 2013

The following is a summary of the Police Department's activities for the month of March. 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 60 crimes.

These crimes can be broken down and classified as follows.

Theft.....	10
Criminal Damage to Property.....	07
Disorderly Conduct.....	08
Bail Jump.....	05
Harassment.....	10
Battery.....	03
Fraud / Scams.....	09
Violate Court Order.....	01
Vandalism.....	02
Attempted Theft.....	01
Internet Crimes against Children.....	01
Abuse Hazardous Substance.....	01
Possess Stolen Property.....	01
Obtain Prescription by Fraud.....	01
TOTAL 60	

The above crimes resulted in the loss of \$8,264 to the community, of which \$174 has been recovered.

Arrests

The Department completed a total of 137 arrests during the month. These arrests encompass violations from traffic to felony, and are listed below by type of violations and number of arrests for each category.

A. Felony Crime Arrest	
Obtain Prescription by Fraud.....	01
Forgery.....	01
Bail Jump.....	02
Retail Theft.....	01
	TOTAL 05
Warrant Arrests.....	00
B. Misdemeanor Crime Arrests	
Disorderly Conduct.....	02
Battery.....	03
Bail Jump.....	02
Possess Stolen Property.....	02
Retail Theft.....	05
Attempted Theft.....	01
Abuse Hazardous Substance.....	01
	TOTAL 16
Wisconsin Probation & Parole Violation Arrests.....	09
Warrant Arrests.....	03
	TOTAL 12
C. Ordinance Violation Arrests	
Underage Drinking.....	01
Meddle with Property.....	03
Operating Snowmobile While Intoxicated.....	01
Disorderly Conduct.....	05
Truancy.....	02
Obstruct Officer.....	02
Disorderly Conduct with Motor Vehicle.....	01
	TOTAL 15
D. Traffic Crime Arrests	
Operating after Driver's License was Revoked.....	03
Operate While Intoxicated (2 nd or more).....	02
	TOTAL 05
E. Traffic Violation Arrests	
Operating a Motor Vehicle While Intoxicated.....	03
Speeding Violation.....	24
Motor Vehicle Registration Violation.....	09
Failure to Obey a Traffic Sign or Signal.....	10

Operating While Driver's License Suspended.....	09
No Driver's License.....	04
Fail to Yield.....	02
Equipment Violations.....	01
Seat Belt Violation.....	12
Miscellaneous Moving Traffic Violations.....	06
Inattentive Driving.....	02
Violate Driver's License Restrictions.....	01
Operate Left of Center.....	01
	TOTAL 84

In addition to the preceding arrests, the Department conducted a total of 374 traffic stops during the month and logged 138 violations for various motor vehicle defects and local ordinances and issued 114 written warnings for those violations. A total of 72 parking tickets were issued for parking violations throughout the city.

Traffic Accidents

The Department, during the month, investigated a total of 17 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.....	00
C. Motor Vehicle Accidents Involving Property Damage..... (greater than \$1,000.00)	15
D. Motor Vehicle Accidents Involving Property Damage..... less than \$1,000.00)	02
	TOTAL 17

Police Service Calls

Department members handled 278 service calls during the month. These calls consist of both citizen requests for police service as described below, crimes investigated, traffic accidents investigated and service needs initiated by officers on patrol.

A. Traffic and Road Incidents.....	58
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.....	05
These complaints involve private parties, licensed liquor establishments, and parties in public places.	
C. Sick and Injured Persons.....	25
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.....	11
Officers responded to activated burglar and hold-up alarms at area banks and other business establishments and residences as well as fire alarms.	

E.	Complaints Involving Animals.....	14
	Investigation by officers of noisy animals, loose animals, animal bites, wild animals, and sick, injured or dead animal complaints.	
F.	Civil Disputes.....	02
	Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.	
G.	Escorts.....	06
	Transporting citizens, money escorts for area financial institutions, funerals, and for area industry.	
H.	Civil Assistance Rendered.....	10
	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.....	06
	Includes assistance to other law enforcement and government agencies.	
J.	Suspicious Person.....	18
	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.....	07
	Complaints of occupied, unoccupied, abandoned, and junked motor vehicles.	
L.	Liquor Establishments.....	02
	Complaints of problems with patrons.	
M.	Fights or Brawls.....	07
	Complaints of persons fighting where no criminal arrests were made.	
N.	Self-Initiated Field Activity.....	24
	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.....	05
	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 Incidents50

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 Checks25

Includes calls to check on the well being of a person who has not been heard from or seen for a period of time by family, friends, neighbors, or employers.

R. Gas Drive Off3

Routine non-theft investigations where a motorist drove away without paying for their gas. Typically involves a driver error, store employee error or credit card reader error.

TOTAL 278

Department Mileage and Fuel Consumption

Department members patrolled a total of 14,878 miles with department vehicles, consuming 1,436 gallons of fuel. The fleet averaged 10.4 miles per gallon of fuel during the month.

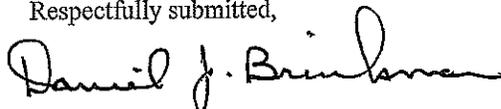
Department Training

March continued to be a busy month for department training. This month, eleven officers completed 42 hours of tactical training in a number of different disciplines. Two of those training hours were conducted in-house by Officer Markus Tassoul who is a SBPD tactical instructor. One officer completed 24 hours of training in Methamphetamine Investigations. Officers Steve South and Chad Mielke provided monthly training to 6 members of the Lakeshore Police Explorers, Post 9368.

Public Education

Officers participated in Career Day at the Sturgeon Bay NWTC campus. The event was hosted by the Door and Kewaunee Business & Education Partnership. Officers educated approximately (300) 8th graders from Door and Kewaunee county about the education and training required to be a police officer as well as the duties and responsibilities of a police officer.

Respectfully submitted,



Captain Daniel J. Brinkman

City of Sturgeon Bay



Annual Fire Report

2012

STURGEON BAY FIRE DEPARTMENT

MISSION STATEMENT

The Sturgeon Bay Fire Department's mission is to protect
Life and property from fire, medical and environmental
emergencies for our community through public education,
code management and incident response.

STURGEON BAY FIRE DEPARTMENT STAFFING

FIRE CHIEF
TIM HERLACHE

ASSISTANT FIRE CHIEF
TIM DIETMAN

2012 CAREER FIREFIGHTER STAFFING

SHIFT ONE

Lt. Dick Stuewer
FF John Soukup
FF Mark Smith
FF Richard Soukup

SHIFT TWO

Lt. Ken Doell
FF Kalin Montevideo
FF Matt Austad
FF Brent Wiegand

SHIFT THREE

Lt. Mike Frangipane
FF Mike Smith
FF Mike Witt
FF Mike Cihlar

2012 PART-TIME FIREFIGHTER STAFFING

SHIFT ONE

Mike Fish*
Eric Olson
Jon Klotz
Chris Drover
Brian Hanson
Charles Olson Jr.

SHIFT TWO

Joe Conlon*
Kerry Fleming
Carl Bridenhagen Jr
Eric Fairchild
Dylan Jennerjohn
Nathan Daoust

SHIFT THREE

Paul Curtis
Todd Ploor
Richard Remillard*
Larry Fish
Andrew Sternard
Ethan Jorns*

* Town of Sebastopol Resident

STURGEON BAY FIRE DEPARTMENT EQUIPMENT

East Side Fire Station - 421 Michigan Street

West Side Fire Station - 656 S. Oxford Avenue

EQUIPMENT

Unit 1	2008 Freightliner, 2000 gallon Pumper/Tanker
Unit 2	1987 Pierce, 105' Aerial Ladder with 1500 GPM Pump
Unit 3	1990 GMC, 1800gallon Tanker with 500 GPM Pump
Unit 4	2000 Spartan, 1500 GPM Pumper with 1000 gallon water tank
Unit 5	2009 Ford 4x4 crew cab with 150 gallon water tank/pump
Unit 6	1998 Spartan, 1500 GPM Pumper with 1000 gallon water tank
Unit 7	1996 Chevrolet, step-van, Decon Equipment/Air cascade vehicle
Unit 8	2006 Ford 4x4 mini-pumper, 500 GPM pump, 250 gal. Water tank
Unit 10	2009 Ford, pick-up Truck, *Chief Vehicle
Unit 11	2003 Chevy Tahoe, *Asst. Chief Vehicle
Rescue 1	2006 Marion, Heavy Duty Rescue Truck
Marine 1	2010 27' SAFE Boat, Joint Police & Fire/Rescue
Marine 2	2003 Quicksilver 12ft Rescue Raft
Special Response Trailer	Carries Trench & Collapse Rescue Equipment

2012 FIRE REPORT SUMMARY FOR THE CITY OF STURGEON BAY

Total number of calls received: 1094

Eastside:	<u>693</u> Calls	<u>173</u> Fire Calls	<u>520</u> EMR Calls
Westside:	<u>266</u> Calls	<u>94</u> Fire Calls	<u>172</u> EMR Calls
Town of Sevastopol:	<u>71</u> Calls	<u>69</u> Fire Calls	<u>2</u> EMR Calls
Town of Sturgeon Bay:	<u>50</u> Calls	<u>25</u> Fire Calls	<u>25</u> EMR Calls
Nasewaupee:	<u>5</u> Calls	<u>3</u> Fire Calls	<u>2</u> EMR Calls
Egg Harbor:	<u>1</u> Calls	<u>1</u> Fire Calls	
Gardner:	<u>2</u> Calls	<u>2</u> Fire Calls	
Jacksonport:	<u>1</u> Call	<u>1</u> Fire Call	
Brussels:	<u>1</u> Call	<u>1</u> Fire Call	
Union:	<u>1</u> Call	<u>1</u> Fire Call	
Forestville:	<u>1</u> Call	<u>1</u> Fire Call	
Clay Banks:	<u>1</u> Call	<u>1</u> Fire Call	
Baileys Harbor:	<u>1</u> Call	<u>1</u> Fire Call	

Average Response Times:

Eastside calls (emergent):	<u>3.54 Minutes</u>
Eastside calls (non-emergent):	<u>4.24 Minutes</u>
Westside calls (emergent):	<u>4.0 Minutes</u>
Westside calls (non-emergent):	<u>4.13 Minutes</u>
Town of Sturgeon Bay (emergent):	<u>7.22 Minutes</u>
Town of Sturgeon Bay (non-emergent):	<u>14.06 Minutes</u>
Town of Sevastopol (emergent):	<u>8.46 Minutes</u>
Town of Sevastopol (non-emergent):	<u>9.51 Minutes</u>
Total Staff Hours for all Calls:	<u>2,363.98 Hours</u>

Inspections:

Fire inspections completed in city:	<u>1,571 Inspections</u>
Violations Found:	<u>637 Violations</u>
Staff hours for inspections in city:	<u>851.16 Hours</u>
Fire Inspections made outside the city:	<u>179 Inspections</u>
Violations:	<u>58 Violations</u>
Staff hours for Inspections outside city:	<u>151.2 Hours</u>

Misc. Staff Hours:

Total Staff Hours for Public Fire Safety Education:	<u>391.24 Hours</u>
Total Staff Hours for Member Training:	<u>2,099.07 Hours</u>
Total Staff Hours for Station/Equipment Maintenance:	<u>2,248.10</u>
Hours	

Revenues:

2% Fire Dues:	<u>\$28,816.57</u>
Sevastopol Contract:	<u>\$18,955.48</u>

Budget:

Operating Budget:	<u>\$1,735,040</u>
Capital Improvements:	<u>\$20,900</u>

2012 INSPECTION VIOLATIONS – CITY OF STURGEON BAY

Total Number of Violations: 637

<u>Type of Violation</u>	<u>Total</u>
Smoke Detectors	18
Working Clearances	2
Cleanliness	12
Hood System Cleanliness/Inspection	11
Use of Extension Cords	27
Insp/Test/Maint of Fire Alarms	21
Electrical Inspection	20
Clearance for Appliances	1
Missing Outlet Covers/Canopies	45
Corridors/Exits Illuminated	55
Exit Sign Illumination	70
Exit Access	10
Flexible Cords & Cables	60
Fire Extinguisher Mounting	15
Fire Extinguisher Maintenance	68
Fire Extinguisher Required	13
Gas Cylinder not Chained	13
Emergency Illumination	38
Insufficient Building Numbers	45
Flammable/Combustible Liquid Storage	1
Circuit Breakers	2
Insp/Test/Maint of Sprinkler System	26
Storage Under Stairs	1
Access to Sprinkler Equipment	4
Splices	2
Fire Extinguisher Obstruction	2
Carbon Monoxide Detectors	31
Interior Wall/Ceiling Finishes	11
Self-Closing Devices	2
Excessive Storage	6
Overloaded Outlets	4
Dryer Vents	1

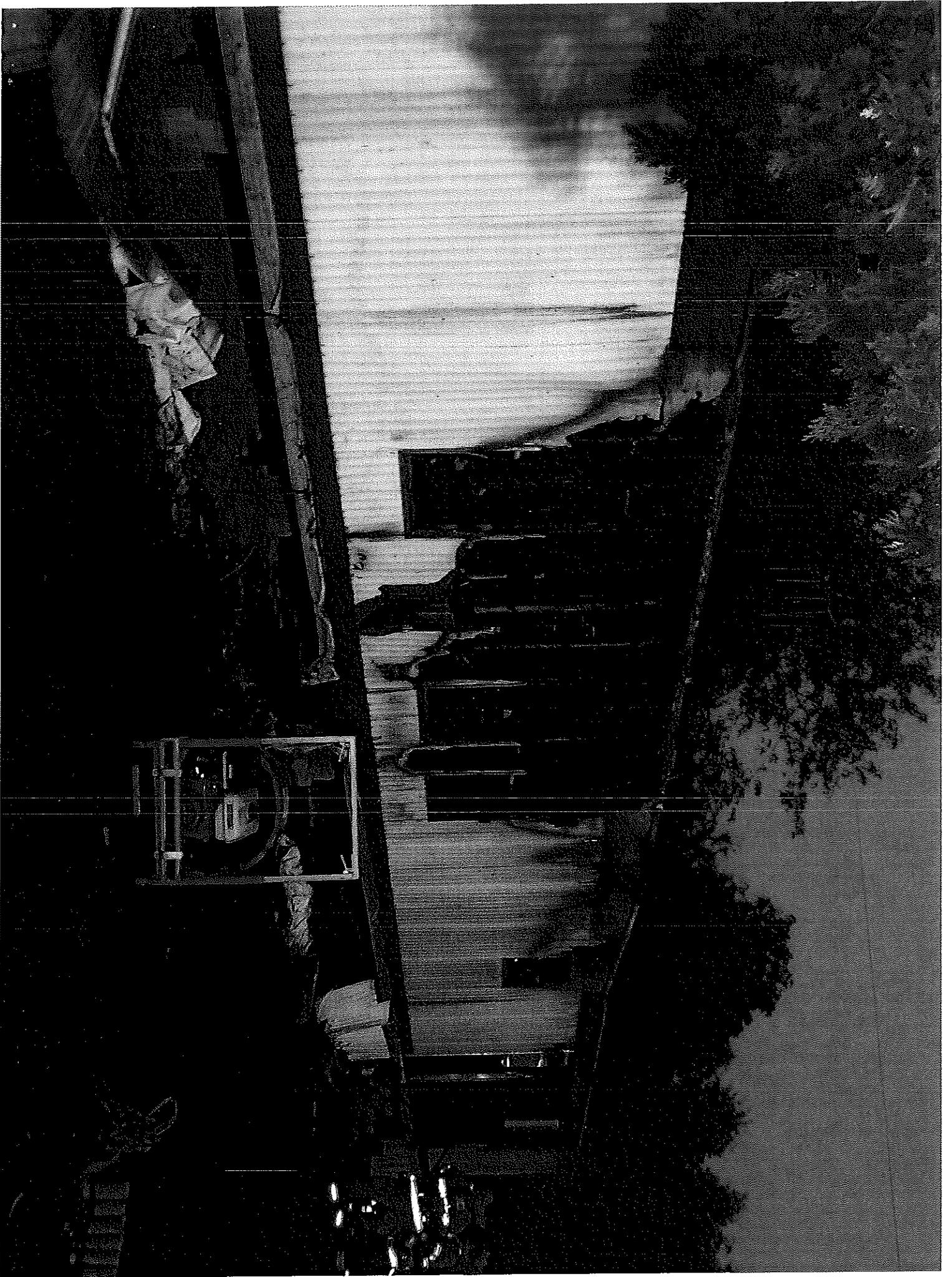
CITY OF STURGEON BAY			INCIDENTS		1/1/12 - 12/31/12	
<u>INCIDENT TYPE</u>		<u># OF CALLS</u>		<u>% OF INCIDENTS</u>		
<u>FIRE</u>						
Structure Fire		16		1.47%		
Cooking Fire		5		0.46%		
Mailbox Fire		1		0.09%		
Mobile Property, Vehicle/Equip. Fire		7		0.64%		
Grass/Brush/Rubish/Outside Fire		17		1.55%		
Dumpster Fire		2		0.18%		
Total:		48		4.39%		
<u>RESCUE & EMERGENCY MEDICAL</u>						
Medical Assist, Emergency		437		39.95%		
Medical Assist, Non-Emergency		284		25.96%		
Search for Person		1		0.09%		
Confined Space Rescue		1		0.09%		
Water/Ice Related Rescue		13		1.19%		
Elevator Extrication		1		0.09%		
Aircraft Stand-by		1		0.09%		
Total:		738		67.46%		
<u>HAZARDOUS CONDITIONS, NO FIRE</u>						
Comb/Flammable Gas/Liquid Spill		3		0.27%		
Carbon Monoxide Incident		38		3.47%		
Electrical Problem		7		0.64%		
Power Line Down/Fire		6		0.55%		
Vehicle Accident		41		3.76%		
Overheated Motor		1		0.09%		
Breakdown of Light Ballast		2		0.18%		
Excessive Heat/Scortch Burns		1		0.09%		
Gas Leak		19		1.74%		
Smoke/Odor Removal		2		0.18%		
Hazardous Condition		1		0.09%		
Total:		121		11.06%		

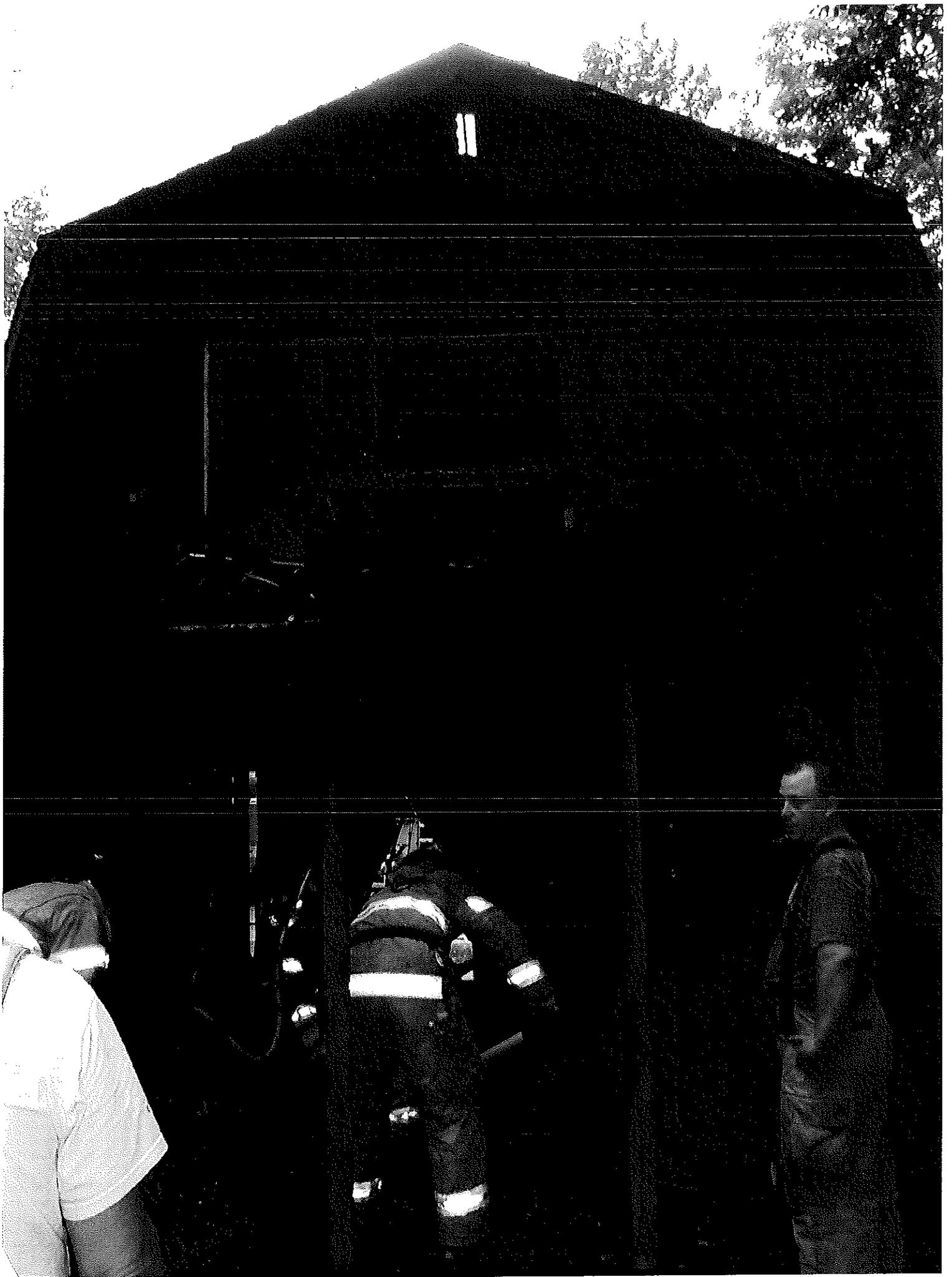
CITY OF STURGEON BAY		INCIDENTS		1/1/12 - 12/31/12	
<u>SERVICE CALL</u>					
Service Call/Public Service			14		1.29%
Lock-Out			3		0.27%
Unauthorized Burning			8		0.73%
Animal Problem			29		2.65%
Assist Police/Agency			10		0.91%
Sprinkler Activation/Malfunction			1		0.09%
Person in Distress			1		0.09%
Total:			66		6.03%
<u>GOOD INTENT CALL</u>					
Authorized, Controlled Burning			8		0.73%
Dispatched & Cancelled in Route			26		2.38%
Smoke Scare, Odor of Smoke			10		0.91%
Total:			44		4.02%
<u>FALSE ALARM OR FALSE CALL</u>					
False Alarm/False Call			30		2.74%
Alarm System Activation, No Fire			28		2.56%
Total:			58		5.30%
<u>SPECIAL INCIDENT TYPE</u>					
Fire Investigation			8		0.73%
Citizen Complaint			11		1.01%
Total:			19		1.74%
TOTAL INCIDENT COUNT:			1094		100.00%

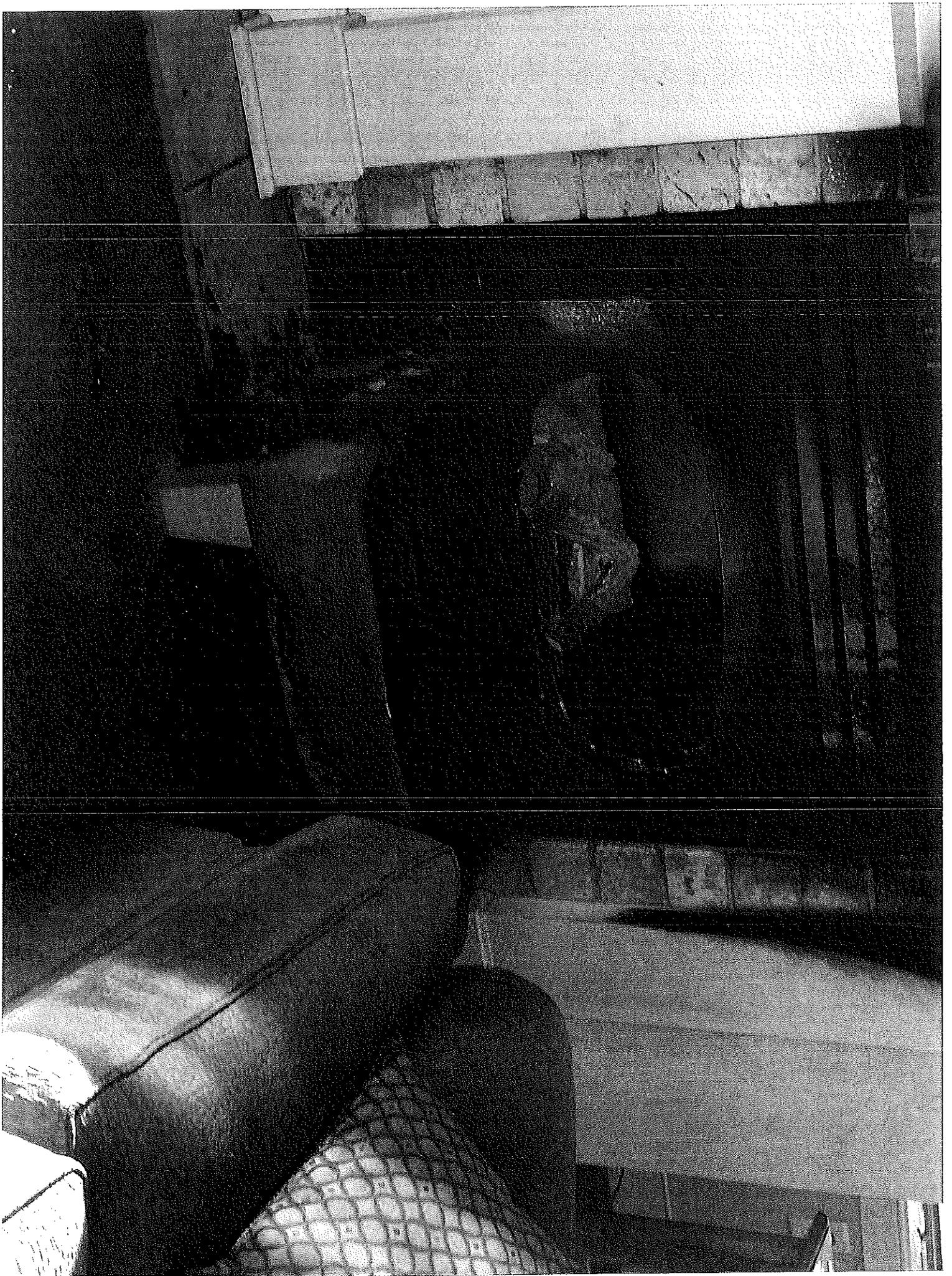
2012 CITY OF STURGEON BAY

<u>DAY OF WEEK</u>	<u># OF CALLS</u>	<u>% OF INCIDENTS</u>
SUNDAY	145	13.26%
MONDAY	140	12.79%
TUESDAY	155	14.17%
WEDNESDAY	162	14.80%
THURSDAY	173	15.82%
FRIDAY	152	13.89%
SATURDAY	167	15.27%
<u>ALARM HOUR</u>	<u># OF CALLS</u>	<u>% OF INCIDENTS</u>
0:00	22	2.03%
1:00	25	2.29%
2:00	19	1.76%
3:00	27	2.47%
4:00	15	1.37%
5:00	32	2.93%
6:00	29	2.65%
7:00	44	4.02%
8:00	59	5.39%
9:00	69	6.32%
10:00	56	5.11%
11:00	65	5.94%
12:00 PM	49	4.47%
13:00	58	5.30%
14:00	56	5.11%
15:00	64	5.85%
16:00	59	5.39%
17:00	60	5.48%
18:00	50	4.57%
19:00	67	6.12%
20:00	59	5.39%
21:00	48	4.38%
22:00	38	3.47%
23:00	24	2.19%











TEMPORARY CLASS B BEER

Hispanic Resource Center of Door and Kewaunee Inc.
Agent: Imelda Delchambre
692 Tacoma Beach Road
Sturgeon Bay, WI 54235
May 4, 2013

TEMPORARY CLASS B BEER AND TEMPORARY CLASS B WINE LICENSES

Sturgeon Bay Open Bass Tournament
Agent: Denise Plassmeyer
Sawyer Park
Sturgeon Bay, WI 54235
May 16 – May 19, 2013

Sidepork Fest
Agent: Carl Waterstreet
Martin Park
Sturgeon Bay, WI 54235
June 1, 2013

RESOLUTION

BE IT RESOLVED, by the Common Council of the City of Sturgeon Bay, that the Door County Advocate is hereby designated as the official newspaper of the City of Sturgeon Bay for the year beginning May 1, 2013 and ending April 30, 2014.

* * * * *

Introduced by _____.

Motion made by Alderperson _____, seconded by

Alderperson _____ to adopt.

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

RESOLUTION DESIGNATING PUBLIC DEPOSITORIES

RESOLVED, the following bank institutions: Baylake Bank, Sturgeon Bay, Wisconsin; Associated Bank and Associated Wealth Management, Sturgeon Bay, Wisconsin; Bank Mutual, Sturgeon Bay, Wisconsin; Citizens Bank, Sturgeon Bay, Wisconsin; North Shore Bank, Sturgeon Bay, Wisconsin; Pioneer Credit Union, Sturgeon Bay, Wisconsin; Raymond James Financial Services, Inc., Sturgeon Bay, Wisconsin; RBC Wealth Management, Sturgeon Bay, Wisconsin; State of Wisconsin Local Government Pooled Investment Fund, Madison, Wisconsin; and the Wisconsin Investment Trust, Milwaukee, Wisconsin qualified as public depositories under Chapter 34 of the Wisconsin Statutes, shall be and are hereby designated, until further action, as public depositories for all public monies coming into the hands of the Treasurer of the City of Sturgeon Bay, Wisconsin, Door County, State of Wisconsin.

RESOLVED FURTHER that draft or order checks drawn on any one of the above named depositories shall be only as provided in Section 66.0607 of the Wisconsin Statutes; that in accordance herewith all draft or order checks shall be signed by the following persons: Mayor, City Clerk, City Treasurer, or the Deputy Clerk or Deputy Treasurer in the absence of the Mayor, Clerk or Treasurer, and shall be so honored.

RESOLVED FURTHER that any transfer orders of the above named depositories shall be signed by two of the following persons: City Treasurer, City Clerk, Deputy Treasurer or Deputy Clerk.

RESOLVED FURTHER, that in lieu of their personal signature(s), the following facsimile signatures, which have been adopted by them as below shown

[Note: Copy with facsimile signatures will be provided to depositories]

may be affixed on such order check(s); that any one of the above named depositories shall be fully warranted and protected in making payment on any order check bearing such facsimile(s) notwithstanding that the same may have been placed thereon without the authority of the designated person or persons.

FURTHER RESOLVED, that a certified copy of this resolution shall be delivered to each of the above named depositories, and said depositories may rely on this resolution until changed by lawful resolution and a certified copy of such resolution has been given to the cashier of the respective above named depositories.

* * * *

Read by _____.

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

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

DISALLOWANCE OF CLAIM RESOLUTION

WHEREAS, A Notice of Claim was filed on March 13, 2013, with an incident date of March 11, 2013, with the City Clerk; and

WHEREAS, said Notice of Claim alleges that Mark & Nicole Isaksen, 3839 Bayshore Drive, Sturgeon Bay, WI 54235, sustained damages, and alleges that there was damage to his vehicle caused by the City of Sturgeon Bay and employees of the City of Sturgeon Bay; and

WHEREAS, review of this matter by the City's Insurance Carrier recommends that the claim be denied.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sturgeon Bay that the claim submitted by Mark & Nicole Isaksen be and the same is hereby denied, and no action on this claim may be brought against the City of Sturgeon Bay or any of its officers, officials, agents or employees after six months from the date of service of this notice, pursuant to Wisconsin Statute 893.80.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimant by certified mail, return receipt requested, as a notice of disallowance.

* * * * *

Motion made by Alderperson _____, seconded by Alderperson _____ to adopt.

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

Statewide Services, Inc.

Claim Division

1241 John Q. Hammons Dr.
P.O. Box 5555
Madison, WI 53705-0555
877-204-9712

March 22, 2013

City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI. 54235
Attention: Stephanie Reinhardt-Clerk

Program: League of Wisconsin Municipalities Mutual Insurance
Our Insured: City of Sturgeon Bay
Date of loss: 3/11/2013
Our Claim # WM000152810119
Claimant: Mark & Nicole Isaksen
3839 Bay Shore Drive
Sturgeon Bay, WI. 54235

Dear Ms. Reinhardt,

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance and through the City of Sturgeon Bay is insured. We are in receipt of the claim submitted by Mr. and Mrs. Isaksen and Mr. Zak for damage to their vehicles.

We have reviewed the matter and recommend that the City of Sturgeon Bay deny this claim pursuant to the Wisconsin statute for disallowance of claim 893.80(1g). The disallowance will shorten the statute of limitations period to six (6) months.

Our denial is based on the investigation that revealed no reported calls to the City of Sturgeon Bay that the pot hole was causing damage, and it was immediately repaired upon notice. Therefore, discretionary immunity would apply and the City of Sturgeon Bay should not be found negligent for this incident.

Please submit the disallowance directly to the claimant at the above address. The disallowance should be sent certified or registered mail and must be received by the claimant within 120 days after you receive Notice of Claim. Please send a copy of the disallowance to Statewide Services Inc. Claims.

Sincerely,

Lois Reynolds
PO Box 5555
Madison, WI. 53705-0555
855-828-5514
lreynolds@statewidesvcs.com

CC: Phil Burkhart

Statewide Services, Inc.

Claim Division

1241 John Q. Hammons Dr.
P.O. Box 5555
Madison, WI 53705-0555
877-204-9712

March 14, 2013

Mark and Nicole Isaksen
3839 Bayshore Drive
Sturgeon Bay, WI. 54235

Our Insured: City of Sturgeon Bay
Date of Loss: 3/11/2013
Claim #: WM000152810119

Dear Mr. and Mrs. Isaksen,

Statewide Service Inc. administers the liability claims for the League of Wisconsin Municipalities Mutual Insurance who insures the City of Sturgeon Bay. We are in receipt of the above mentioned claim.

We have recommended that the City of Sturgeon Bay deny your claim. The basis of the denial is that our investigation has found no negligence on the City of Sturgeon Bay. The City had no knowledge of the pothole and repairs were completed as soon as they became aware of the incident. Therefore, the municipality should be granted immunity from liability for your damage.

Sincerely,
Lois Reynolds
Statewide Services Inc
Claims Adjuster
PO Box 5555
Madison, WI. 53507

CC: City of Sturgeon Bay

DISALLOWANCE OF CLAIM RESOLUTION

WHEREAS, A Notice of Claim was filed on March 14, 2013, with an incident date of March 11, 2013, with the City Clerk; and

WHEREAS, said Notice of Claim alleges that Harry Zak, 1317 Shiloh Road, Sturgeon Bay, WI 54235, sustained damages, and alleges that there was damage to his vehicle caused by the City of Sturgeon Bay and employees of the City of Sturgeon Bay; and

WHEREAS, review of this matter by the City's Insurance Carrier recommends that the claim be denied.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sturgeon Bay that the claim submitted by Harry Zak be and the same is hereby denied, and no action on this claim may be brought against the City of Sturgeon Bay or any of its officers, officials, agents or employees after six months from the date of service of this notice, pursuant to Wisconsin Statute 893.80.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimant by certified mail, return receipt requested, as a notice of disallowance.

* * * * *

Motion made by Alderperson _____, seconded by Alderperson _____ to adopt.

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

Statewide Services, Inc.

Claim Division

1241 John Q. Hammons Dr.
P.O. Box 5555
Madison, WI 53705-0555
877-204-9712

April 1, 2013

City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI. 54235
Attention: Stephanie Reinhardt-Clerk

Program: League of Wisconsin Municipalities Mutual Insurance
Our Insured: City of Sturgeon Bay
Date of loss: 3/11/2013
Our Claim # WM000152810120
Claimant: Harry Zak
1317 Shiloh Road Apt 1
Sturgeon Bay, WI. 54235

Dear Ms. Reinhardt,

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance and through the City of Sturgeon Bay is insured. We are in receipt of the claim submitted by Mr. Zak for damage to their vehicles.

We have reviewed the matter and recommend that the City of Sturgeon Bay deny this claim pursuant to the Wisconsin statute for disallowance of claim 893.80(1g). The disallowance will shorten the statute of limitations period to six (6) months.

Our denial is based on the investigation that revealed no reported calls to the City of Sturgeon Bay that the pot hole was causing damage, and it was immediately repaired upon notice. Therefore, discretionary immunity would apply and the City of Sturgeon Bay should not be found negligent for this incident.

Please submit the disallowance directly to the claimant at the above address. The disallowance should be sent certified or registered mail and must be received by the claimant within 120 days after you receive Notice of Claim. Please send a copy of the disallowance to Statewide Services Inc. Claims.

Sincerely,

Lois Reynolds
PO Box 5555
Madison, WI. 53705-0555
855-828-5514
lreynolds@statewidesvcs.com

CC: Phil Burkhart

Statewide Services, Inc.

Claim Division

1241 John Q. Hammons Dr.
P.O. Box 5555
Madison, WI 53705-0555
877-204-9712

April 1, 2013

City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI. 54235
Attention: Stephanie Reinhardt-Clerk

Program: League of Wisconsin Municipalities Mutual Insurance
Our Insured: City of Sturgeon Bay
Date of loss: 3/11/2013
Our Claim # WM000152810120
Claimant: Harry Zak
1317 Shiloh Road Apt 1
Sturgeon Bay, WI. 54235

Dear Ms. Reinhardt,

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance and through the City of Sturgeon Bay is insured. We are in receipt of the claim submitted by Mr. Zak for damage to their vehicles.

We have reviewed the matter and recommend that the City of Sturgeon Bay deny this claim pursuant to the Wisconsin statute for disallowance of claim 893.80(1g). The disallowance will shorten the statute of limitations period to six (6) months.

Our denial is based on the investigation that revealed no reported calls to the City of Sturgeon Bay that the pot hole was causing damage, and it was immediately repaired upon notice. Therefore, discretionary immunity would apply and the City of Watertown should not be found negligent for this incident.

Please submit the disallowance directly to the claimant at the above address. The disallowance should be sent certified or registered mail and must be received by the claimant within 120 days after you receive Notice of Claim. Please send a copy of the disallowance to Statewide Services Inc. Claims.

Sincerely,

Lois Reynolds
PO Box 5555
Madison, WI. 53705-0555
855-828-5514
lreynolds@statewidesvcs.com

CC: Phil Burkhart

Statewide Services, Inc.

Claim Division

1241 John Q. Hammons Dr.
P.O. Box 5555
Madison, WI 53705-0555
877-204-9712

April 1, 2013

Harry Zak
1317 Shiloh Road Apt 1
Sturgeon Bay, WI. 54235

Our Insured: City of Sturgeon Bay
Date of Loss: 3/11/2013
Claim #: WM000152810119

Dear Mr. Zak,

Statewide Service Inc. administers the liability claims for the League of Wisconsin Municipalities Mutual Insurance who insures the City of Sturgeon Bay. We are in receipt of the above mentioned claim.

We have recommended that the City of Sturgeon Bay deny your claim. The basis of the denial is that our investigation has found no negligence on the City of Sturgeon Bay. The City had no knowledge of the pothole and repairs were completed as soon as they became aware of the incident. Therefore, the municipality should be granted immunity from liability for your damage.

Sincerely,
Lois Reynolds
Statewide Services Inc
Claims Adjuster
PO Box 5555
Madison, WI. 53507

CC: City of Sturgeon Bay

**CITY OF STURGEON BAY
STREET CLOSURE APPLICATION**

Name of Applicant:

Sustain Door Inc./ Lakeshore Natural

Name of Event:

Door County Sustainability Fair

*Resources
Partnership*

Contact Phone Number:

920 746 9772 - Rich Rogers

Date(s) of Event:

4/27/2013

Time: 10 AM - 4 PM

Estimated # of Attendees:

500

Specific Location:

Martin Park Graham Park

- 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?

we have organized a cleanup committee to perform this function,

Other explanations:

Because there will be considerable foot traffic between the parties this is for safety.

Signature of Responsible Party:

Richard J. Rogers

Address:

308 S 12th Ave

Date Submitted:

1/18/2013

Approval:

- Fire Chief
- Police Chief
- Comm. Development
- Streets/Parks
- City Clerk
- Finance Director
- City Engineer
- City Administrator

By: [Signature]

Date: 1/21/13

Date: 1-21-13

Date: 1-22-13

Date: 4/9/13

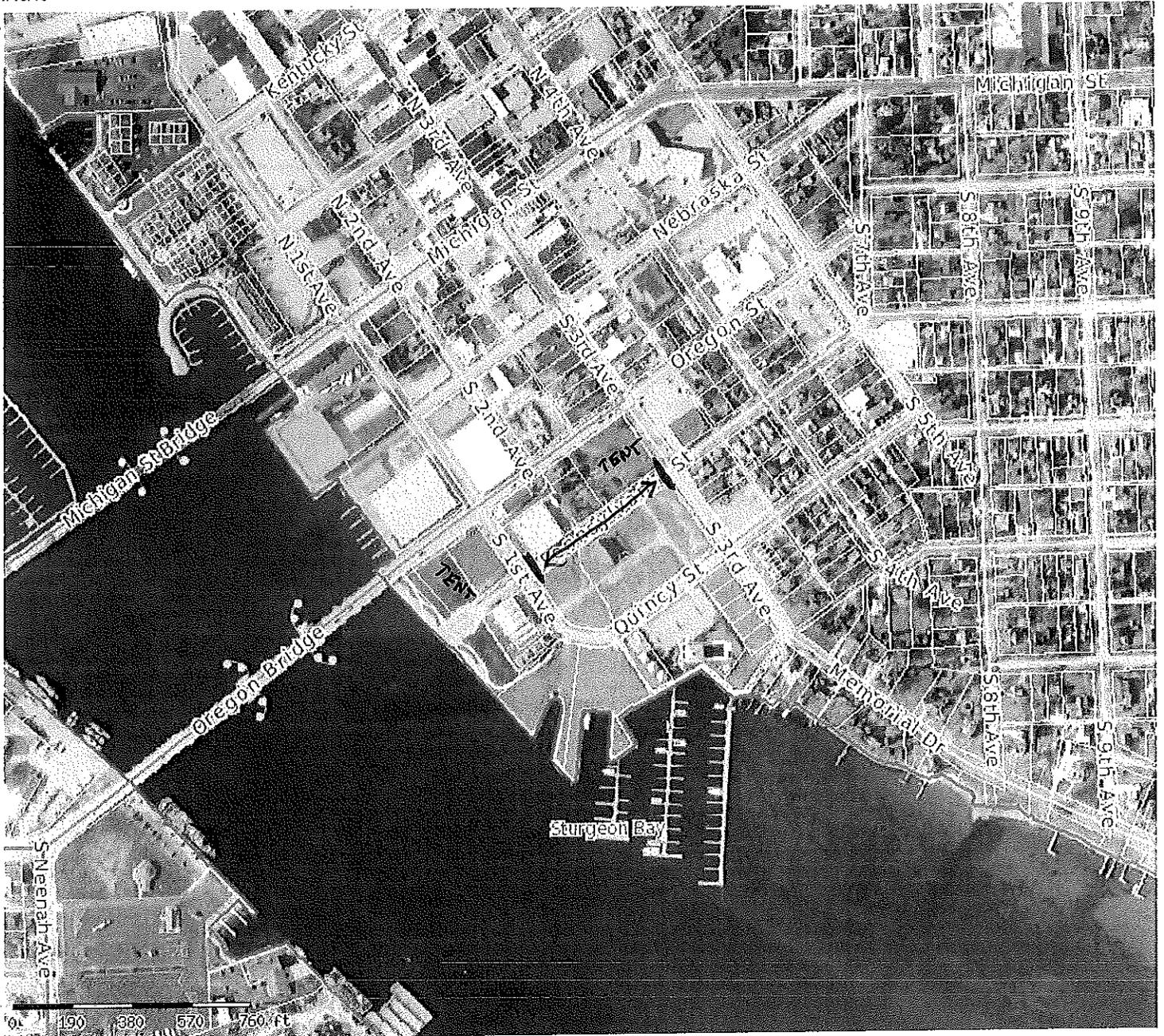
Date: 1/22/13

Date: 1/23/13

Date: 4/9/13

Common Council:

Date of Meeting: _____



close Pennsylvania From 1st. to 3rd.
4/27/2013 10AM - 4PM
Sustainability Fair



LAKENAT-01

NNASSER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2013

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

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

PRODUCER Chantilly-Alliant Ins Svc Inc 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME:	
	PHONE (A/C, No, Ext): (703) 397-0977	FAX (A/C, No): (703) 397-0995
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Federal Insurance Company	20281
INSURED Lakeshore Natural Resource Partnership Inc. P.O. Box 62 Sturgeon Bay 54235	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		35964813	5/26/2012	5/26/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ Included
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	\$
								\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	DED	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Event Date: April 27, 2013

Event Name: Door County Sustainability Fair

City of Sturgeon Bay as additional insured on the General Liability policy as required by written contract

CERTIFICATE HOLDER**CANCELLATION**

City of Sturgeon Bay
Attn: Stephanie Reinhard
421 Michigan Street
Sturgeon Bay, WI 54235

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

AUTHORIZED REPRESENTATIVE

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HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Dated this 18 day of January, 2009.

By: Richard J. Rogers

By: _____

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

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

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

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

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

Dated: 1/18/2013 Richard J. Regen

Dated: _____

Company Name (if applicable): Sustain Door Inc

Billing Address: 308 S 12th Ave

Sturgeon Bay WI 54235

Telephone: 920 246 9792

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the request from Jon Hanson to reflect his business name, Snug Harbor Inn, Inc, rather than Jon E. Hanson, in the lease he holds with the City for the 85 foot concrete pier at the west side dock.

Respectfully submitted,
FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Joseph Stutting, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: April 2, 2013

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

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

EXECUTIVE SUMMARY

TITLE: Lease between the City of Sturgeon Bay and Jon E. Hanson re: 85 foot concrete pier

BACKGROUND: Currently, Jon E. Hanson leases from the City an 85 foot concrete pier located fifty four (54) feet southerly from the intersection of the south right of way line of Madison Avenue and the high water mark of the bay of Sturgeon Bay. Mr. Hanson is requesting that the lease be changed to reflect his business name, Snug Harbor Inn, Inc., as the lessee, rather than Jon E. Hanson. The current lease has been in effect since 2004 and renews automatically for successive periods of one year from July 1 through June 30th.

The Consideration for the lease period beginning July 1, 2012 and ending June 30, 2013 was \$5,979.60 plus tax, and was paid in full as per the lease terms. The lease agreement includes an annual CPI increase/decrease factor based upon the preceding 12 months ending September 30 of the preceding year. That said, the lease payment for the period beginning July 1, 2013 will be \$6,099.19 plus tax. In the event the Finance/Purchasing and Building Committee chooses to approve, and forward to the Common Council, Mr. Hanson's name change request, perhaps it would be a good time to update the lease amounts and dates as well.

FISCAL IMPACT: \$0

- OPTIONS:
- 1) Approve the request from Jon Hanson to reflect his business name, Snug Harbor Inn, Inc., rather than Jon E. Hanson, in the lease he holds with the City for the 85 foot concrete pier at the west side dock.
 - 2) Deny the request from Jon Hanson to reflect his business name, Snug Harbor Inn, Inc., rather than Jon E. Hanson, in the lease he holds with the City for the 85 foot concrete pier at the west side dock.

RECOMMENDATION:

Revise the lease between the City and Jon E. Hanson, to change the Lessee from Jon E. Hanson to Snug Harbor Inn, Inc., for the 85 foot concrete pier at the west side dock, and to update the consideration for said lease to \$6,099.19 for the lease period beginning July 1, 2013.

PREPARED BY:

Valerie Clarizio
Valerie Clarizio
Finance Director/Treasurer

3/13/13
Date

REVIEWED BY:

Stephen McNeil
Stephen McNeil
City Administrator

3/13/13
Date



City of Sturgeon Bay
Finance Committee

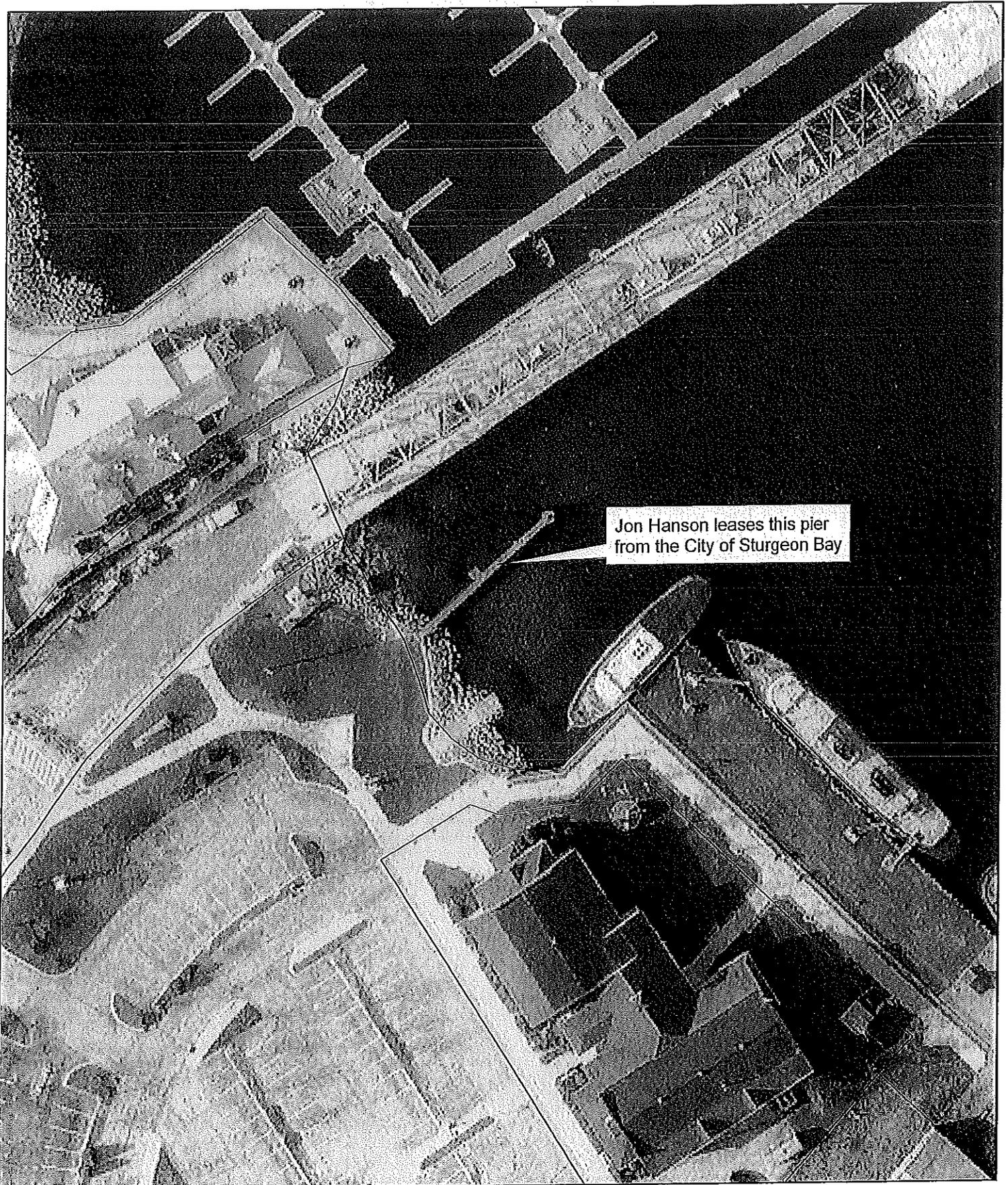
In regard to my lease with the city for the west side dock located between the Maritime Museum and the Michigan Street Bridge I would like to change the name on the lease from Jon and Patti Hanson to Snug Harbor Inn Inc.

Thank You,

A handwritten signature in cursive script, appearing to read "Jon Hanson".

Jon Hanson
3/6/2013

Hanson - Pier Leased From City of Sturgeon Bay



0 30 60 120 180 240 Feet

LEASE

LEASE made by and between the CITY OF STURGEON BAY, a Wisconsin municipal corporation, hereinafter referred to as "Lessor", and Snug Harbor, Inc., hereinafter referred to as "Lessee".

RECITALS:

The parties recite and declare that:

1. Lessor is the owner of a developed municipal property which it desires to lease for a public purpose.
2. Lessee desires to lease certain properties from Lessor for the purpose of providing dock space for rental of boats.
3. Lessor considers Lessee's purpose in leasing the property a purpose which has a public benefit and finds such purpose to be in the best interests of Lessor.
4. The parties desire to enter into an agreement to establish terms of such lease of such property.

AGREEMENT:

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

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

An 85 foot concrete pier located fifty four (54) feet southerly from the intersection of the south right of way line of Madison Avenue and the high water mark of the Bay of Sturgeon Bay.

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

B. Term. This lease shall be for an initial a term beginning on July 1, 2013 and ending on June 30, 2014. Thereafter, it shall be automatically renewed for successive periods of one year from July 1st through June 30th unless sixty (60) days written notice is given prior to the end of the term of this lease.

C. Consideration. The consideration for said lease is the sum of Six Thousand Ninety-nine and 19/100 Dollars (\$6,099.19) plus tax, payable in two installments in advance on July 1st and September 1st of each year or in one annual payment in advance on July 1st of each year. For years beginning on July 1, 2014, the annual rent due in accordance with this lease shall be increased or decreased by the Consumer Price Index (W) increase or decrease for the preceding 12 months ending September 30th of the preceding year. For example, the annual rent for 2014 shall be increased or decreased as of July 1, 2014 by the CPI (W) increase or decrease for September 30, 2013.

D. Use. The leased premises shall be used only as docking space for Lessee for rental of boats. There shall be no passenger ticketing, passenger parking or other passenger related use of the premises without the prior written consent of the Lessor.

E. Termination Provisions. Either party may cancel this lease provided a sixty (60) day written notice is given to the other party. In the event of termination, any unused prepaid rent shall be refunded on a pro-rated basis.

F. Special Provisions.

1. Lessor grants Lessee permission to install an up to 6 foot wide, 44 foot long floating dock on the north side perpendicular to the 85 foot concrete pier, along with two up to four foot wide, 24 foot long

floating dock extensions on the easterly side of the 44 foot long floating dock parallel to the 85 foot concrete pier, all as shown on Exhibit "A" which is attached hereby and incorporated herein by reference.

2. Lessee shall remove its vessels during Maritime Festival events, if requested by the Maritime Museum. This shall include reasonable periods before and after said Festival to accommodate Festival setup and coordination.

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

H. Insurance. Lessee shall, at its expense, maintain in effect throughout the term of this lease and any extension thereof, general liability insurance, personal and bodily injury liability insurance, and property damage insurance. The limits of said coverage shall be One Million Dollars (\$1,000,000.00) per occurrence. The policies for the above referenced coverages shall name Lessor as additional insured for use of the leased premises. The Lessee shall provide the Lessor with a certificate of insurance annually verifying said coverages naming the Lessor as additional insured. The lease may terminate any time at the option of the Lessor upon the lapse or failure of the Lessee to present a copy of such policy or Certificate of Insurance showing such coverage.

I. Harmless/Indemnity

1. Lessee hereby holds the Lessor harmless and will indemnify Lessor, its council members, officers, employees and agents, from any and all claims, damages, demands, lawsuits, judgments and liability that may arise out of, or be made, brought or filed against Lessor, its council members, officers, employees and agents, as a result of any death, injury to person or property occurring upon the leased premises.
2. In addition, Lessee shall defend Lessor, its council members, officers, employees, and agents against any such claims, damages, demands, lawsuits, judgments and liability made, brought or filed against Lessor in connection with any death, injury to person or property occurring upon the leased premises, including payment of court costs and disbursements and reasonable attorney fees.

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

K. Alterations and modifications. Lessee shall obtain the written approval of Lessor, through Lessor's Finance/Purchasing and Building Committee, prior to making any alterations or modifications to the premises leased including modifications to the pier configuration specified under Paragraph F. All approved and completed alterations or modifications, with the exception of the floating docks, shall become part of the

demised premises and title thereto shall vest in Lessor. The alterations or modifications undertaken by Lessee shall be performed and completed in a workman-like manner and in a timely manner.

L. Repair of Damages. Lessee shall repair damage done by it, its officers, agents, employees, workmen or the public to the premises, beyond normal wear and tear. Lessee shall not be responsible for damage done by ice, wind or acts of God.

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

M. Non-Payment of Rent. In the event the rental payment is received five (5) or more days after its due date, Lessee shall be subject, at the option of the Lessor, to a penalty of Ten Dollars (\$10.00) per day for each such day rent payment remains unpaid. In addition, all unpaid rent shall accrue interest at the rate of twelve percent (12%) per annum until paid in full.

N. Default or Breach.

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

- (a) If Lessee fails to pay to Lessor any rent or other payment due for a period of more than fifteen (15) days after it becomes due;
- (b) If Lessee vacates or abandons the leased premises;
- (c) If Lessee fails to perform or comply with any other term or condition of this lease, and such non-performance shall

continue for a period of fifteen (15) days after written notice by Lessor to Lessee to perform or comply.

(d) If Lessee exhibits or allows to be exhibited upon the premises or any vessel attached directly or indirectly thereto any sign in violation of the sign limitations in this agreement or the City of Sturgeon Bay Sign Ordinance.

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

4 Lessee shall be responsible for payment of all Lessor's costs of enforcement of this lease including, but not limited to, payment of court costs, disbursements and reasonable attorney fees.

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

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

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

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

S. Signs. Lessee may erect or maintain only one, two-sided sign upon the premises, not exceeding sixteen square feet in size, which shall comply in all respects with the Sturgeon Bay Sign Ordinance. No other signs may be erected or maintained upon the premises.

T. Possession and Abandonment. Lessor shall deliver possession of the premises to Lessee on the date stated for commencement of this lease agreement unless Lessor is unable to do so for reasons beyond Lessor's control. Lessee shall vacate the premises and return all of Lessor's property promptly upon the expiration of this lease or any extended term, or upon termination of this lease.

U. Declaration of Novation. This lease represents and constitutes a novation of any and all existing leases, including but not limited to the present lease dated June 29, 2001; and that as a novation, this lease supersedes and replaces all such previously existing leases.

**City of Sturgeon Bay
Alderman Committee Appointments April, 2013**

PROPOSED	
Finance	Stutting (Chair) Wiegand Schlicht
Personnel	Stutting (Chair) Fett Vandertie
Parking & Traffic	Schlicht, Chair Vandertie Ireland
C, P & S	Fett, Chair Wiesner Ireland
Board of Parks & Recreation	Wiegand (Chair) Vandertie Ireland
Plan Comm	Wiegand, Chair Wiesner
Historic Preservation	Vandertie
Library	Schlicht Ireland
Local Arts Board	Vandertie (Parks & Rec. Bd Rep.)
DCEDC	Birmingham
Loan Review Comm	Wiegand Birmingham

**City of Sturgeon Bay
Alderman Committee Appointments April, 2013**

	PROPOSED
Board of Public Works Chairman to be elected	Wiegand, Alderman District 1
	Vandertie, Alderman District 2
	Ireland, Alderman, District 3
	Wiesner, Alderman District 4
	Stutting, Alderman District 5
	Fett, Alderman District 6
	Schlicht, District 7
	Birmingham, Mayor
Harbor Commission	Fett
Waterfront Redevelop. Authority	Stutting
	Wiesner
Board of Electrical Examiners	Fett
Cable Communications Adv. Council	Fett, Chair
Ind. Pk. Dev. Review Team	Ireland
Bicycle & Pedestrian Adv. Board	Schlicht, Chair

EXECUTIVE SUMMARY

Title: Consultant for Environmental Work for West Waterfront Redevelopment Project

Background: The City is in the process of implementing the West Waterfront Redevelopment Plan. The main site area is the recently acquired former Door County Cooperative parcel and the adjoining waterfront parcel previously leased to the USCG located at 92 & 100 E. Maple Street. In order to redevelop this site, an engineering consultant is needed for several items. This includes site clearance activities such as hazardous materials assessment (asbestos, etc), drafting demolition specifications and permitting, and inspection services during demolition of buildings. It also includes services relating to Voluntary Party Liability Exemption (VPLE) enrollment with the DNR and environmental assessment planning. Finally, it includes the Phase 2 Environmental Site Assessment and remedial action plan for any clean-up needed at the site.

The city staff prepared a Request for Proposals for the necessary work and received four proposals from qualified engineering firms. These proposals were reviewed by the City Administrator, Community Development Director and City Engineer based upon a variety of factors including understanding of the site/project, experience with similar projects, schedule, cost and other factors. The four proposals had the following estimated costs:

R.E. Lee -	\$51,065
Ayres -	\$54,800
Foth -	\$68,012
AECOM -	\$74,900

Each proposal had differences in how the individual aspects of the project would be handled and the amount of effort for the specific tasks. Based upon the completeness of the proposal, experience with similar projects, price and hourly rates proposed, staff recommends awarding the contract to Ayres Associates.

Fiscal Impact: The Ayres proposal has an estimated cost of \$54,800. As with the other proposal, the project would be on a time and materials basis so the final cost is subject to change depending upon the level of contamination found and other factors.

The city received a Brownfield Site Assessment Grant for this project, which covers 50% of the cost. This brings the city share down to \$27,400. The Ayres proposal is within the budget for the grant. It is also noted that the city share is a TIF eligible expense within the recently created Tax Incremental District #4 and is within the budget for the TID #4 project plan.

Recommendation: Enter into the contract with Ayres Associates for the environmental consulting work subject to review by the City Attorney.

Prepared by: Martin Olejniczak 4-10-13
 Martin Olejniczak Date
 Community Development Director

Reviewed by: Tony Depies 4-10-2013
 Tony Depies Date
 City Engineer

Reviewed by: Steve McNeil 4-10-13
 Steve McNeil Date
 City Administrator

Ayres Associates
Proposal Form

Proposed Project Budget Detail	
West Waterfront Redevelopment Area	
Former Co-op Property and City Owned Property	
City of Sturgeon Bay	
Project Activities	Estimated Budget
VPLE	
Consulting Services WDNR	
Application Preparation	\$1,400
Meetings	\$1,900
Subtotal:	\$3,300
Pre-Demolition Hazardous Materials Assessment	
Consulting Services	
Project Management/Coordination	\$600
Field Work- Site Review, Cataloging Materials, and Sampling	\$2,300
Laboratory Analytical Services	
Lead Paint Chip Sampling	\$100
Hazardous Materials Sampling (Oils and PCBs)	\$500
Subtotal:	\$3,500
Hazardous Materials Removal	
Consulting Services	
Project Management/Bid Assistance/Coordination	\$2,300
Field Work- Site Review and Documentation	\$4,425
Subtotal:	\$6,725
Pre-Site Clearance Permitting	
Consulting Services	
WRAPP NOI Including WDNR Fee	\$2,600
Beneficial Reuse Permit for Concrete with Lead Containing Paint including	\$2,600
WDNR Fee	
Subtotal:	\$5,200
Demolition and Site Clearance	
Consulting Services	
Formal Bidding Documents and Technical Specifications	\$4,200
Consulting Services	
Demolition and Site Clearance Oversight- (City Engineer shall be available throughout razing process to provide daily inspections) (assume 32 hrs. oversight and 8 hrs. management for Demo. Bid. Docs & Site Clearance tasks)	\$4,800
Subtotal:	\$9,000
Methane Gas Assessment	
Consulting Services	
Project Management/Coordination	\$300
Field Work - Oversight and Sampling of Vapor Probes	\$1,700
Data Evaluation, Report Preparation, including Recommendations for Additional Assessment and/or Remediation Action Plan, if necessary	\$1,600
Direct-Push Sampling Services	
Including Vapor Probes and Gas Testing	\$700
Subtotal:	\$4,300

Environmental Subsurface Assessment		
Consulting Services		
Project Management/Coordination		\$2,800
Field Work- Oversight and Sampling of Soil Probes, Well Installation, sampling, etc.		\$4,600
Data Evaluation, Report Preparation Including Recommendations for Additional Assessment and/or Remediation Action Plan, if necessary		\$7,500
Rotary Drilling Sampling Services		
Advance up to 10 Soil Borings/Convert 5 Borings to Monitoring Wells		\$4,300
Laboratory Analytical Services		
• Soil Sampling		
RCRA Metal (# samples estimated tested?)	(10 samples)	\$900
PAHs (# samples estimated tested?)	(10 samples)	\$650
VOCs (# samples estimated tested?)	(10 samples)	\$650
Ammonia/Ammonium-Nitrogen and Nitrate/Nitrite-Nitrogen (# samples estimated tested?)	(5 samples)	\$135
• Groundwater Sampling		
RCRA Metal (# samples estimated tested?)	(5 samples)	\$450
PAHs (# samples estimated tested?)	(5 samples)	\$325
VOCs (# samples estimated tested?)	(5 samples)	\$325
Ammonia/Ammonium-Nitrogen and Nitrate/Nitrite-Nitrogen (# sample of estimated tested?)	(5 samples)	\$140
	Subtotal:	\$22,775
Total Estimated Project Cost		
		\$54,800

EXECUTIVE SUMMARY

DATE: April 10, 2013
TITLE: Sawyer Park Improvements and Walkway Extension

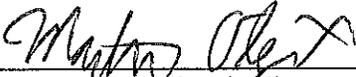
BACKGROUND: The City solicited bids for the planned improvements to Sawyer Park. This project includes a concrete walkway through the park around the US Coast Guard area and under the Oregon Street Bridge. Access sidewalks to get from the bridge sidewalks to the waterfront walkway will also be constructed. The overall park improvements also include bollard lighting, grading and drainage improvements, an automobile parking area, landscaping and signage. The walkway will be complimented with four donated nautical artifacts and six historical/informational markers.

Four bids were received and were opened on Thursday, April 4th at 1:00 PM. AG Excavating had the low bid of \$145,455.90. This figure is well within the original estimated budget of \$185,125. The construction is planned to begin right after the Sturgeon Bay Open Bass Tournament is completed in May and be completed by early July.

FISCAL IMPACT: The city received a Wisconsin Coastal Management Program grant to cover 40% of the total project cost up to a maximum grant of \$99,650. The city time and expenses, along with donations such as The Rotary Club donating for a new park sign, can be used for matching funds. Therefore, a large portion of the \$145,455.90 bid price will be reimbursed through the WCMP grant.

RECOMMENDATION: It is staff's recommendation to award the construction contract for Sawyer Park improvements and walkway extension to AG Excavating Inc. for a unit price contract of \$145,455.90.

SUBMITTED BY: 
Anthony Depies, City Engineer

REVIEWED BY: 
Marty Olejniczak, Community Development Director

REVIEWED BY: 
Steve McNeil, City Administrator

ORDINANCE NO. _____

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

SECTION 1: Section 12.015 of the Municipal Code of the City of Sturgeon Bay, Wisconsin is hereby amended to read as follows:

12.015 Garbage and refuse collection.

(1) Definitions.

City. The municipal corporate entity known as the City of Sturgeon Bay, including employees, and any private entity, including employees, contracted by the city for the purpose of collecting garbage and recyclable material.

Collection point. ~~The location at or near the edge of the road or curbing that is approved by the director of public works.~~ Carts shall be placed on the driveway apron or on the grassy area immediately adjacent to the curb. The garbage cart shall be placed with the opening facing the street or curb, and separated at least three feet apart. Avoid placing carts within three (3) feet of mail boxes, trees, posts, vehicles or other items. Vehicle parking must not hinder access to the carts. During winter months, garbage carts shall not be placed on top of the snow bank, nor shall it be placed in the roadway unless, approved in writing by the Municipal Services Superintendent.

Commercial garbage. The waste of animal, fruit and vegetable matter which results from the preparation of food in hotels, clubs, restaurants, schools, multi-family residential structures or other commercial establishments or which results from the handling of food material at markets, commission houses, butcher shops and similar establishments.

Commercial rubbish. All matter, such as, wire or metal of any kind, glass, china, crockery, contaminated paper, cloth, earth, wood, ashes, and other materials similar in nature, but not otherwise defined as a recyclable item, deposited for collection by establishments other than private detached single-family residential structures.

Hazardous waste. Waste which is from time to time so determined, by either the Wisconsin Department of Natural Resources or the U.S. Environmental Protection Agency.

Industrial waste. All refuse, rubbish, garbage and unusable by-products of any manufacturing or industrial operation, that are not recyclable.

Large item trash or junk. Means, but is not limited to, items such as ~~trees, tree stumps, large tree limbs,~~ large pieces of furniture, stoves, refrigerators and other appliances, large amounts of ~~construction or remodeling debris,~~ cement, stones, bricks, and other materials that exceed the limits of our collection ordinance because of size or weight and therefore not collected as part of our normal refuse collection route.

Garbage cart. One 64 or 96 gallon "GARBAGE" cart furnished by the city. The cart is and shall remain the property of the city and shall remain at the dwelling to which it is issued. In the event it is lost, stolen or missing, the city may at its option, sell a replacement and recoup the cost. One cart will be furnished by the city at the start of the new automated program and for new homes constructed after the start of the program implementation date.

Residential garbage. The waste of animal, fruit and vegetable matter which results from the preparation of food in residential houses and kitchens. **Miscellaneous waste material, excluding recyclables, including but not limited to discarded material resulting from handling, processing, storing, or consumption of food, metals, rubber, wood, cloth, and litter. Garbage shall specifically exclude hazardous, offensive, noxious or toxic wastes, refuse, construction debris, yard and garden waste, and brush.**

Residential rubbish. All refuse matter, such as wire or metal of any kind, glass, china, crockery, contaminated paper, cloth, earth, ashes, and other materials similar in nature, but not otherwise defined as recyclable items, that are deposited for collection by occupants of a private residence.

Residential equivalent unit. A single-family dwelling and each family unit located within multiple-family buildings such as dual-family dwellings (duplexes), townhouses and apartments. Commercial, retail, school or industrial uses generating 96 or fewer gallons of garbage per week are also defined as a residential equivalent unit.

(2) *Preparation*

- (a) All garbage shall be disposed of in accordance with the provisions of this section, drained of excess water or other fluids, ~~securely wrapped and deposited in animal and weather-proof containers, secured in a plastic garbage bag and deposited into the 64 or 96 gallon garbage cart provided by or purchased from the city.~~
- (b) All rubbish shall be disposed of in accordance with the provision of this section, and containerized, bundled, packaged or otherwise secured as to maximize efficient handling and prevent water or wind damage.
- (c) The patron at the site of collection shall separate, rubbish and garbage from all items that are defined as recyclable by section 12.016.
- (d) No container, bundle or other single unit of garbage or rubbish **that does not fit within the city provided cart will be collected.** ~~shall exceed 50 pounds in weight, 32 gallons in capacity, and no single item shall be larger than 30 inches in any dimension to be collected on the regular collection day. Containers shall be watertight, equipped with functional handles and shall be maintained free of cuts and sharp edges that could injure a person doing the collections. Items that exceed these limits will be tagged and left at the curb. The property owner shall properly store these items within 12 hours and until it is altered to allow collection in the future or otherwise properly disposed of. The only exception to these requirements is that the city may allow larger and heavier containers, purchased from the city, that are compatible with the automated tipping system and approved by the city prior the first date of use. The only exception, with approval of the city prior to the first date of use, is that the city may allow an additional cart to be purchased from the City of Sturgeon Bay that is compatible with the automated tipping system. Use of an additional garbage cart will require payment of an additional monthly refuse fee equal to a residential equivalent unit.~~

(3) *Storage and collection.*

- (a) No patron owning or occupying any premises shall permit any garbage, refuse, rubbish or waste to accumulate upon such premises that is not stored in a sanitary manner approved by applicable health regulations. ~~Storage containers shall be watertight, neatly organized and prevent animals from foraging through the garbage.~~
- (b) The owner or occupier of all premises upon which garbage, refuse, rubbish or waste is accumulated or stored shall remove or cause to be removed and disposed of all such materials from such premises ~~at least once each seven days.~~
- (c) ~~Any container, receptacle, bundle or other unit of garbage, refuse, rubbish or waste~~ **The 64 or 96 gallon garbage cart shall not be placed for collection no later than 7:00 a.m. on the day of collection and no more than 12 hours prior to collection date and shall be removed within 12 hours of that date. If the collection day falls on a holiday, the collection will be on the first working day (Monday through Friday) after the holiday, and each collection route thereafter shall also be delayed one day for the remainder of that week.**

- (d) ~~Four 32-gallon containers, or One approved 64 or 96 gallon "GARBAGE" cart or the equivalent thereof~~ is the maximum amount of garbage, refuse, rubbish and waste that may be set out for one week's collection at any residential equivalent collection point.
- (e) ~~The garbage refuse, rubbish, waste cart~~ shall be placed for collection at a point at or near the public street abutting or servicing the premises generating such garbage, refuse, rubbish, waste or at a point of location to be designated by the ~~director of~~ Municipal Services Superintendent. Collection points shall be maintained to allow safe access for the collection of all materials. If safe access is not available, items will not be collected until access is made available. **Vehicle parking must not hinder access to the carts.**
- (f) The city will not come upon private property for the collection of garbage, refuse, rubbish or waste. Developments that have previously received approval for the collection from private property will continue to receive this service provided that the ~~director of~~ Municipal Services Superintendent approves the accessibility to the garbage, refuse, rubbish or waste collection point and the ability of the refuse collection truck and personnel to maneuver. The determination of accessibility is to be made exclusively by the ~~director of~~ Municipal Services Superintendent. ~~city engineer.~~ Hold harmless agreement approved by the city attorney shall be executed for private property owners prior to entering upon private property for collection.
- (g) No flammable liquid material, hot ashes or hazardous waste (**examples: oil based paint, stain, varnish, fertilizer, insect killer, weed killer**) shall be prepared and set out for collection.
- (h) No person shall deposit, throw or place any garbage, refuse, rubbish or waste on or within any public street, alley, park, sidewalk or other public place or on any private property within the city, whether owned, kept or controlled by such person, except and unless placed in containers or receptacles. ~~or securely bundled as provided herein.~~
- (i) No person shall place any garbage, refuse, or waste, for collection and disposal if the garbage, refuse, or waste was not generated in the city.

SECTION 2: Section 12.016 of the Municipal Code of the City of Sturgeon Bay, Wisconsin is hereby amended to read as follows:

12.016 Recyclable material collection.

~~(1) Definitions.~~

~~City of Sturgeon Bay.~~ The municipal corporate entity known as the City of Sturgeon Bay, including employees, and any private entity, including employees, contracted by the city for the purpose of collecting recyclable material.

Collection point. Cart shall be placed on the driveway apron or on the grassy area immediately adjacent to the curb. The recycling cart shall be placed with the opening facing the street or curb, and separated at least three feet apart. Avoid placing carts within three (3) feet of mail boxes, trees, posts, vehicles or other items. **Vehicle parking must not hinder access to the carts. During winter months, the recycling cart shall not be placed on top of the snow bank, nor shall they be placed in the roadway unless, approved in writing by the Municipal Services Superintendent.**

~~Recycling bins carts.~~ Blue tinted plastic rectangular containers 14 and 18 gallon in size, embossed with the City of Sturgeon Bay logo, shall be the medium for packaging commingled recyclable material for collection. ~~One bin will be furnished by the city. Bins are and shall remain the property of the city and shall remain at the dwelling to which it is issued. In the event of lost, stolen or missing bins the city may at its option sell or issue replacement bin and recoup the cost at the point of sale. An additional bin may be purchased to provide for more commingled recyclable mater or for recycle paper collection. Paper must be put in paper grocery bags or bundled with string but can be placed in a bin to protect it from the weather.~~

Recycling cart. One 64 or 96 gallon single stream cart- this means that two recycling "streams" -mixed recyclable newspaper, periodicals, office paper, cardboard, tin, steel and bimetal cans, aluminum cans, plastic containers (types 1 through 7), and clear, green and brown glass shall be placed in the 64 or 96 gallon "RECYCABLES" cart. One cart will be furnished by the city at the start of the new automated program and for new homes constructed after the start of the program implementation date. The cart is and shall remain the property of the city and shall remain at the dwelling to which it is issued. In the event it is lost, stolen or missing, the city may at its option, sell a replacement and recoup the cost.

Recyclable material. Recyclable material is defined as:

1. *Newspaper.* All matter printed on newsprint, including newspapers as delivered with advertising circulars and coupon sections.
2. *Periodicals.* All glossy periodicals.
3. *Corrugated cardboard and paperboard.* Box material, such as packing boxes, cereal, cake mix and other similar materials.
4. *Tin, steel and bimetal cans.* Food and beverage cans only.
5. *Aluminum cans.* Aluminum beverage or food containers only.
6. *Plastic containers (types 1,2,3,4,5, 6,7).* Plastic bottles and jugs bearing the number "1", "2", "3", "4", "5", "6" or "7" inside the recycling symbol.
7. *Glass containers.* ~~Colorless, green and brown.~~ Clear and colored bottles and jars from food and beverage products only. This does not include tempered glass from windows or glass cook ware.
8. *Office paper.* White and colored paper including envelopes, junk mail, computer, stationery and other bond paper or other similar material that does not have personal identification for security reasons.
9. ~~*Yard waste.* Leaves, grass clippings, garden debris and brush, including cleaned woody vegetative material no greater than six inches in diameter that can be composted or shredded into mulch. This term does not include stumps, roots or shrubs with intact root balls.~~

Residential equivalent unit. A single-family dwelling and each family unit located within multiple-family buildings such as dual-family dwellings (duplexes), townhouses and apartments. Commercial, retail, school and industrial entity generating ~~36~~ 64 or 96 gallons of commingled "single stream" recyclable material or recyclable paper during a two one week period, may also be a residential equivalent unit.

~~(2) *Effective date.* This section shall become effective on July 1, 1992.~~

- (2) *Source separation of commingled recyclable material, recyclable paper and non-recyclable garbage required.*
 - (a) On or after the effective revised date of this section, each residential unit shall separate recyclable material and non-recyclable garbage at the residential unit. ~~into two categories as follows: paper products and all other recyclable material as defined above.~~
 - (b) ~~Paper products shall be securely bound with heavy string or twine, placed in paper grocery bags, or otherwise secured in such a manner as to be substantially dry when picked up.~~ **All recyclables shall be deposited in one 64 or 96 single stream cart-mixed paper, cardboard and commingled recyclables (aluminum, tin, plastic, glass).** Cans, plastic and glass containers shall be rinsed and substantially clean before

placing in the recycling bin-cart. Recyclable material that is capable of being flattened, **should be** (plastic, aluminum and metal containers). Cardboard and paperboard boxes shall be flattened and ~~cut to 30" x 30" or less when fit inside of the 64 or 96 gallon recycling cart~~ when set out for the recyclable pickup. Additional specific instructions that may be issued by the city or its contracted agent shall be incorporated into this section by reference.

- (c) The recyclable material to be collected by the city is limited to that material generated by each residential unit subject to this section. The recyclable material ~~shall be set aside for separate pickup as recyclable material~~ **must be sorted from the garbage and placed in the recycling cart for collection on the same day as your garbage collection.**
 - (d) This section does not in any way prohibit any person or entity from properly selling or disposing of recyclable material on his/her own initiative at his/her own expense. Consignment of recyclable material to or in a landfill does not constitute a proper disposal of recyclable material.
- (3) *Recyclable material collection schedule.* The recyclable material collection shall be every week on the same day as the normally scheduled ~~refuse and~~ garbage collection by the city and at the same pickup location used by the city, ~~except that recyclable paper shall be collected one week and commingled material collected the next. These two materials shall continuously alternate each week thereafter.~~ Recyclable material shall be placed for collection no later than 7:00 a.m. on the day of collection and no earlier than 12 hours prior to the date of collection. If the collection day falls on a holiday, the collection will be on the first working day (Monday through Friday) after the holiday, and each collection route thereafter shall also be delayed one day for the remainder of that week. **The emptied bins cart shall be removed from the street right of way and properly stored within 12 hours after collection.**
- (4) *Improperly prepared recyclable material.* The city may refuse to pick up recyclable material that is not properly prepared or packaged or which otherwise does not comply with the requirements of this section. ~~This includes paper products that are allowed to become wet.~~ **No person shall place any recyclables for collection and disposal if the recyclables were not generated in the city.** The city may also refuse to pick up recyclable material that is reasonably believed to have not been generated by the residential unit placing the material out for collection. If the city refuses to pick up material set out as recyclable material, the city's agents will tag the material with an information tag that will indicate why the material is not being collected so that the residential unit will be able to take corrective action for future pickups.
- (5) *Collection of recyclable material by unauthorized persons.* When recyclable material is set out for collection in accordance with this section, the recyclable material shall become the property of the city and its authorized agents and employees. No person or entity not employed by or contracted by the city for the purpose of collecting recyclable material shall collect or otherwise take any recyclable material from the place where it is set out for collection. Each separate collection or taking of recyclable material in violation of this section shall constitute a separate offense and shall be subject to the penalty prescribed by section 25.04 of this Municipal Code.
- (6) *Yard waste.* ~~All~~ Yard waste **may not be placed in the garbage or recycling carts.** All yard waste shall be either mulched and worked into the yard or transported by the person or their approved agent generating the yard waste to the city compost site for deposit in the public compost site maintained by the city in accordance with such regulations of the city as are approved and posted at the compost site.
- (7) *Effect of inconsistency with section 12.015.* This section is intended to supersede and replace section 12.015 of this chapter as to the collection of recyclable material only and any portions of section 12.015 that are inconsistent with this section as to recyclable material are repealed and replaced by this section.

SECTION 3: This ordinance shall take effect on the day after its publication.

Approved:

Thad Birmingham

Attest:

Stephanie L. Reinhardt, City Clerk

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

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Personnel Committee, hereby recommend that the City adopt the Reorganization of the Administration, Finance and Municipal Services Departments as described in the attached summary.

Respectfully submitted,

PERSONNEL COMMITTEE
Ronald A. Vandertie, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: April 10, 2013

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Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that the said recommendation be adopted.

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

SUMMARY

TITLE: REORGANIZATION OF ADMINISTRATION/FINANCE AND MUNICIPAL SERVICES DEPARTMENTS

BACKGROUND: On January 1st Parks & Recreation Secretary Marilyn Kleist and Assistant City Administrator Mary Lou Allen retired. As has been done in the past when an employee retired or left (Municipal Services, Assessing/Community Development), city staff met to review all of the activities of each department to insure that tasks and services were being performed in the most efficient and cost effective manner. Staff analyzed each job description and work flow. Particular attention was paid to changes in statutory requirements and the current role of technology. As a result, the following changes were recommended to and approved unanimously by the Personnel Committee <minutes in Consent Agenda Item b.(1)>:

PARKS & RECREATION SECRETARY:

Full time position replaced with part-time position (22.5 hrs./wk.). Current Municipal Services (Streets) Secretary position expanded to Municipal Services (Streets, Parks Harbor) Assistant.

ASSISTANT CITY ADMINISTRATOR:

Position eliminated. Duties and responsibilities transferred to City Administrator, City Clerk, City Treasurer & Municipal Services Director. City Clerk title changed to City Clerk, Human Resources Director.

ADDITIONAL CHANGES:

MUNICIPAL SERVICES:

- Municipal Services is currently three departments (Streets, Parks, Harbor). Each department has its own staff and each function solely within each activity. With the cooperation of the Union, Municipal Services is now one department, with one staff which in times of need allows employees to work at the activity most needed.
- The Crew Supervisor previously directed the work site activities of only the Street Department. This position's responsibilities have been expanded to also include Parks and Harbor
- Currently all city facility reservations (i.e. Parks, Recreation Programs, Compost etc.) can only be made at the Municipal Services office on 14th Avenue. Reservations will now be accepted at the Municipal Services office, City Hall or on line.

- Most finance & accounting functions have been moved from the Municipal Services Office to the Finance/Administration Department at City Hall.
- DOT Policies, Procedures and Compliance have been moved from the Assistant City Administrator to the Municipal Services Assistant

FINANCE/ADMINISTRATION: With the additional functions and responsibilities the following staffing changes will be made:

- The full-time position of Office/Accounting Assistant I (payroll) will be eliminated and the position of Deputy Clerk/Treasurer created.
- The full-time position of Office/Accounting Assistant II (accounts payable) will be changed to a part-time (29 hr./wk.) position.
- A full-time position of Receptionist/Customer Service Representative will be created.

WEB SITE:

- The Current City of Sturgeon Bay Web Site will be completely redesigned and will include new and increased information and financial services such as:
 - Online applications for various city services
 - Facility & program reservations
 - Payments via credit card, PayPal etc.
 - Future integration of social media applications
 - Google Analytics
 - Video & audio clips

The Personnel Committee voted unanimously to recommend <minutes in Consent Agenda Item b.(2)> the following hourly wages:

Municipal Services Assistant	\$18.90
Parks Secretary (Part-time)	\$13.00
Deputy Clerk/Treasurer	\$19.64
Office Accounting Assistant (Part-time)	\$17.18
Receptionist/Customer Service Representative	\$15.84

The Personnel Committee voted unanimously to recommend <minutes in Consent Agenda Item b.(3)> the following increase to staff wages:

Municipal Services Director	4%
City Clerk/Human Resources Director	10%
Finance Director/Treasurer	4%
City Administrator	4%

FINANCIAL IMPACT: The Reorganization and adjustment to wages as described above will result in an **ANNUAL SAVINGS OF \$104,235.23**