



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, MAY 21, 2013
7:00 p.m.
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST
THAD G. BIRMINGHAM, MAYOR**

1. Call to order.
2. Pledge of Allegiance.
3. Roll call.
4. Adoption of agenda.
5. Consideration of the following bills: General Fund – \$188,499.37, Capital Fund - \$14,142.16, Cable TV - \$250.00, and Solid Waste Enterprise - \$12,256.95 for a grand total of \$215,148.48. [roll call]

6. **CONSENT AGENDA**

* All items listed with an asterisk (*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests before 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 5/7/13 regular Common Council minutes.

* b. Approval of the following minutes:

- (1) Sturgeon Bay Utility Commission – 3/12/13
- (2) Sturgeon Bay Utility Commission – 4/9/13
- (3) Finance/Purchasing & Building Committee – 4/30/13
- (4) Joint Park & Recreation Committee/Board – 5/1/13
- (5) Bicycle and Pedestrian Advisory Board – 5/2/13
- (6) Board of Public Works – 5/7/13
- (7) Community Protection & Services Committee – 5/9/13
- (8) Personnel Committee – 5/14/13

* c. Place following report on file:

- (1) Sturgeon Bay Police Department – April 2013

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

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

* f. Finance/Purchasing & Building Committee recommendation re: Approve two easements subject to changes recommended by the City Attorney.

* g. Finance/Purchasing & Building Committee recommendation re: Approve certified survey map, subject to conditions contained in the attached staff CSM review letter dated 4/22/13.

- * h. **Joint Park & Recreation Committee/Board recommendation re: Transfer \$3,000 from account 01-199-000-58950 to account 01-510-000-58999 to contribute to Maritime Museum Sign.**
 - * i. **Community Protection & Services Committee recommendation re: Approve the Door County Emergency Medical Responder Mutual Aid Agreement.**
 - * j. **Finance/Purchasing & Building Committee recommendation re: Award the contract for the redesign of the City website to Boettcher Communications, LLC of Sturgeon Bay, WI in the amount of \$6,750.00.**
7. **Mayoral appointments.**
 8. **Consideration of: Safe Routes to School Grant Administration.**
 9. **Waterfront Redevelopment Authority recommendation re: Extend contract with Vandewalle & Associates per proposal for one year, subject to Vandewalle & Associates not charging travel expenses for meetings that are scheduled to coincide with times when Vandewalle representatives are already in Door County for other reasons.**
 10. **Finance/Purchasing & Building Committee recommendation re: Approve funding for the contract extension with Vandewalle & Associates for the West Waterfront Redevelopment activities thru April 30, 2014, in an amount not to exceed \$100,000.**
 11. **City Plan Commission recommendation re: Approval of the combined preliminary/final PUD for William Anderson, 230 W. Juniper Street subject to requirements and conditions.**
 12. **Committee Chairperson Reports:**
 - a. **Personnel Committee**
 - b. **Parking & Traffic Committee**
 - c. **Community Protection & Services Committee**
 - d. **Sturgeon Bay Utility Commission**
 13. **Public comment on non-agenda items.**
 14. **Mayor's comments.**
 15. **Adjourn.**

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 5-17-13

Time: 12:00 pm

By: Jaime S.

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

ID: AP443000.CST

INVOICES DUE ON/BEFORE 05/21/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
LIABILITIES				
R0000464	LAKESHORE NATURAL RESOURCES	PK SEC DEP REF LAKESHORE	01-000-000-23162	50.00
R0001055	LORETTA JORNS	LARGE ITEM REFUND	01-000-000-48120	15.00
TOTAL LIABILITIES				65.00
TOTAL GENERAL FUND				65.00
MAYOR				
04696	DOOR COUNTY TREASURER	04/13 INTERNET	01-100-000-56700	2.70
TOTAL				2.70
TOTAL MAYOR				2.70
CITY COUNCIL				
04549	DOOR COUNTY ECONOMIC DEVELOPEME	ANNUAL LUNCHEON RON VANDERTIE	01-105-000-55600	30.00
TOTAL				30.00
TOTAL CITY COUNCIL				30.00
LAW/LEGAL				
BUELOW	BUELOW, VETTER, BUIKEMA,	SPECIAL COUNCIL 4/13	01-110-000-57900	139.50
TOTAL				139.50
TOTAL LAW/LEGAL				139.50
CITY CLERK-TREASURER				
03940	STEPHANIE REINHARDT	MLG WMCA MEETING GRAND CHUTE	01-115-000-55600	89.27
04696	DOOR COUNTY TREASURER	04/13 INTERNET	01-115-000-56700	10.90
23830	WOLTER ENGRAVING	DESK SIGN	01-115-000-54999	16.05
FOX STAM	FOX STAMP, SIGN & SPECIALTY	CITY ADDRESS STAMP	01-115-000-54999	31.04
VANNESS	DIXIE FLINN	1/2013-5/2013 MILEAGE	01-115-000-55600	40.54
TOTAL				187.80
TOTAL CITY CLERK-TREASURER				187.80
ADMINISTRATION				
04696	DOOR COUNTY TREASURER	04/13 INTERNET	01-120-000-56700	2.70
TOTAL				2.70
TOTAL ADMINISTRATION				2.70

DATE: 05/14/2013
TIME: 11:09:15
ID: AP443000.CST

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 05/21/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
COMPUTER				
04696	DOOR COUNTY TREASURER	04/13 TECH SUPPORT	01-125-000-55550	2,500.00
		TOTAL		2,500.00
		TOTAL COMPUTER		2,500.00
CITY ASSESSOR				
04696	DOOR COUNTY TREASURER	04/13 INTERNET	01-130-000-56700	5.40
ASSO APP	ASSOCIATED APPRAISAL	05/21/13 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	04/13 INTERNET	01-140-000-56700	2.70
09223	INDEPENDENT INSPECTIONS, LTD	04/13 PERMITS	01-140-000-55010	5,781.44
23617	WISCONSIN DEPT OF AGRICULTURE,	WEIGHTS & MEASURES INSPECTION	01-140-000-58700	6,000.00
		TOTAL		11,784.14
		TOTAL BUILDING/ZONING CODE ENFORCEMENT		11,784.14
MUNICIPAL SERVICES ADMIN.				
04696	DOOR COUNTY TREASURER	04/13 INTERNET	01-145-000-56700	5.40
		TOTAL		5.40
		TOTAL MUNICIPAL SERVICES ADMIN.		5.40
PUBLIC WORKS ADMINISTRATION				
04696	DOOR COUNTY TREASURER	04/13 INTERNET	01-150-000-56700	6.75
		TOTAL		6.75
		TOTAL PUBLIC WORKS ADMINISTRATION		6.75
ELECTIONS DEPARTMENT				
04536	DOOR COUNTY CLERK	02-04/2013 ELECTION CHARGES	01-155-000-54999	1,057.24
04975	ECONO FOODS	SWEET ROLLS FOR ELECTIONS	01-155-000-54999	27.75
		TOTAL		1,084.99
		TOTAL ELECTIONS DEPARTMENT		1,084.99

INVOICES DUE ON/BEFORE 05/21/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
CITY HALL				
03806	CUMMINS NPOWER, LLC	ANL GENERATOR & TRANSFER INSP	01-160-000-58999	1,171.79
04575	DOOR COUNTY HARDWARE	STRAP	01-160-000-54999	9.98
04575		CM CARP POUCH	01-160-000-54999	22.99
08280	HILL BUILDING MAINTENANCE INC	APRIL 2013 CLEANING SVC	01-160-000-55300	590.00
19880	STURGEON BAY UTILITIES	421 MICHIGAN ST	01-160-000-56150	2,464.61
19880		421 MICHIGAN ST	01-160-000-58650	190.42
KURT	KURT L MAHNKE, MA LCSW	MILEAGE	01-160-000-54999	90.00
KURT		3/21/13 SERVICES	01-160-000-54999	100.00
TOTAL				4,639.79
TOTAL CITY HALL				4,639.79
INSURANCE				
BH	BURKART HEISDORF INSURANCE	05/13 GENERAL LIABILITY	01-165-000-56400	2,926.00
BH		05/13 POLICE LIABILITY	01-165-000-57150	1,105.00
BH		05/13 PUBLIC OFFICIALS	01-165-000-57400	1,111.00
BH		05/13 AUTO LIABILITY	01-165-000-55200	1,745.00
BH		05/13 AUTO PHYS DAMAGE	01-165-000-55200	1,164.00
BH		05/13 WORKERS COMP	01-165-000-58750	14,403.00
BH		2013 PUB OFF BOND	01-165-000-57400	75.00
TOTAL				22,529.00
TOTAL INSURANCE				22,529.00
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	CH PHONE	01-199-000-58200	139.68
04696		FD PHONE	01-199-000-58200	30.44
04696		MS PHONE	01-199-000-58200	53.90
04696		PD PHONE	01-199-000-58200	85.82
08167	GANNETT WISCONSIN NEWSPAPERS	PN FLOODPLAIN	01-199-000-57450	29.98
08167		ORD, CLSSED, CC MINUTES	01-199-000-57450	859.01
09225	INFINITY TECHNOLOGY INC	05/13 BMOS	01-199-000-51100	50.00
TOTAL				1,248.83
TOTAL GENERAL EXPENDITURES				1,248.83
POLICE DEPARTMENT				
04696	DOOR COUNTY TREASURER	04/13 INTERNET	01-200-000-56700	37.80
15890	PACK AND SHIP PLUS	SHIPPING	01-200-000-57250	6.47
R0000133	COMFORT SUITES	LDGNG SRCH WRNT TRNG HOUGAARD	01-200-000-55600	70.00
R0000133		LDGNG FBI TRNG HENRY	01-200-000-55600	360.00
R0000617	BROTHER MOBILE SOLUTIONS	CASE THERMAL PAPER	01-200-000-51600	257.89
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	5110 BLACK COPIES	01-200-000-55650	40.88
STAPLES		852 COLOR COPIES	01-200-000-55650	25.56
WIRED	WIRED BLUE, LLC	ANNUAL USE OF MYPD APP	01-200-000-55500	550.00
TOTAL				1,348.60

INVOICES DUE ON/BEFORE 05/21/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
----------	------	------------------	-----------	------------

GENERAL FUND

TOTAL POLICE DEPARTMENT 1,348.60

POLICE DEPARTMENT/PATROL

01766	AURORA MEDICAL GROUP	HEARING, BREATH & DRUG SCREEN	01-215-000-57100	186.00
02001	RED THE UNIFORM TAYLOR	3 HONOR GUARD TRENCH COATS	01-215-000-52900	570.58
02206	BAY MARINE	TEST RUN ENGINES	01-215-000-58600	89.00
03075	CARQUEST OF DOOR COUNTY	BULBS	01-215-000-58600	7.68
03075		BATTERY	01-215-000-58600	268.22
03075		RETURN BATTERY	01-215-000-58600	-268.22
04150	DE JARDIN CLEANERS LLC	UNIFORM CLNG ALLOW SOUTH	01-215-000-56800	15.86
06592	FOX VALLEY TECHNICAL COLLEGE	TRNG SCHOOL REC OFFICER CAROW	01-215-000-55600	225.00
06650	GALLS, AN ARAMARK COMPANY	MACE CASE SOUTH	01-215-000-52900	32.39
06650		BELT, SHOES MIELKE & TASSOUL	01-215-000-52900	203.60
19368	STAGE COACH CAR WASH LLC	42 CAR WASH TOKENS	01-215-000-58550	294.00
19580	STREICHERS PROF POLICE EQUIP	GUN CLEANING SUPPLIES	01-215-000-51050	276.94
19580		GUN CLEANER	01-215-000-51050	15.99
19580		2 FLASHLIGHTS & 100 BATTERIES	01-215-000-54999	503.97
20254	TIP TOP CLEANERS	UNIFORM CLNG ALLOW WATERSTREET	01-215-000-56800	1.50
20254		UNIFORM CLNG ALLOW MOGEN	01-215-000-56800	2.00
20254		UNIFORM CLNG ALLOW MOGEN	01-215-000-56800	1.00
20254		UNIFORM CLNG ALLOW OSBORNE	01-215-000-56800	5.25
21450	THE UNIFORM SHOPPE	PANTS WATERSTREET	01-215-000-52900	85.90
21450		BOOTS, SHIRT, PANTS ENGEBOSE	01-215-000-52900	189.40
21450		BOOTS, PANTS, BELT, SHIRT GREG	01-215-000-52900	290.25
21450		SHIRT TASSOUL	01-215-000-52900	59.95
23828	WITT PENINSULA FORD LINCOLN	LOF, REPL BRKS, ROTORS, ROTATE	01-215-000-58600	358.80
23828		LOF, ROTATE TIRES	01-215-000-58600	34.32
23828		LOF, ROTATE TIRES	01-215-000-58600	35.55
23828		LOF, REPL BRAKE PADS	01-215-000-58600	141.64
23828		PLUG TIRE	01-215-000-58600	10.00
23828		LOF, REPL BELT & TENSIONER	01-215-000-58600	154.34
23828		REPL TIE RODS, ALIGN, REP BRKS	01-215-000-58600	590.57
23828		ALIGN, ROTATE, REPL BALL JOINT	01-215-000-58600	74.95
HOUGAARD	CHAD HOUGAARD	REIMB MEALS SEARCH WRNT TRNG	01-215-000-55600	11.50
NOR-DOOR	NOR-DOOR SPORT & CYCLERY	BIKE REPAIRS	01-215-000-58600	500.34

TOTAL 4,968.27

TOTAL POLICE DEPARTMENT/PATROL 4,968.27

POLICE DEPT. / INVESTIGATIONS

04575	DOOR COUNTY HARDWARE	FASTENERS	01-225-000-51500	0.92
04575		CAMERA BATTERY	01-225-000-51500	15.98
HENRY	CLINT HENRY	2013 CLOTHING ALLOWANCE	01-225-000-52900	176.45

TOTAL 193.35

TOTAL POLICE DEPT. / INVESTIGATIONS 193.35

FIRE DEPARTMENT

INVOICES DUE ON/BEFORE 05/21/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
03075	CARQUEST OF DOOR COUNTY	OIL & FUEL FILTERS	01-250-000-53000	31.71
03075		EXCHANGE SPARK PLUG	01-250-000-53000	0.10
04575	DOOR COUNTY HARDWARE	FASTENERS	01-250-000-54999	12.15
04575		VLV BALL	01-250-000-53000	10.49
04575		HOSE BARB	01-250-000-54999	3.79
04575		SAWZAL BLADE, THREADLOCKER GEL	01-250-000-52700	51.97
04575		CERTIFICATE	01-250-000-52700	-10.00
04575		COVER BOX, RECPT, RECEPTACLE	01-250-000-54999	11.97
04575		DRILL BIT, CM SCLT ADPTR, PLSH	01-250-000-52700	27.26
04575		ROD, DRILL BIT, SAWZAL BLADE	01-250-000-52700	37.97
04575		FLANGE, BATTERY, THREADS	01-250-000-54999	21.48
04575		PAINTBRUSH, KEYS & CHAIN	01-250-000-54999	40.78
04575		THREAD SEAL, SHOWERHEAD	01-250-000-51350	24.48
04575		BULB	01-250-000-54999	9.99
04575		SHACKLE SCR PIN	01-250-000-52700	3.89
04575		WASHER TAIL, NUTS & WASHER	01-250-000-54999	18.86
04575		LUBE, FASTENERS	01-250-000-54999	29.55
04696	DOOR COUNTY TREASURER	04/13 INTERNET	01-250-000-56700	16.20
13842	MOTOROLA	PAGER REPAIR	01-250-000-57550	78.00
14000	NAPA AUTO PARTS	BEAM BOLDS & STEER STBL	01-250-000-53000	76.43
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		FENN 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		N 1ST AVE CITY 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		N 7TH AVE GARLAND PARK	01-250-000-56675	3.56
23828	WITT PENINSULA FORD LINCOLN	FILTERS	01-250-000-53000	161.41
CJ	CJ WORKS, LLC	APRIL 2013 LAUNDRY SVC	01-250-000-56800	66.00
O'REILLY	O'REILLY AUTO PARTS	CONVERTER	01-250-000-53000	24.50
SOUKUP	RICHARD SOUKUP	2 UNIFORM SHIRTS	01-250-000-52900	26.00

TOTAL 9,811.86

TOTAL FIRE DEPARTMENT 9,811.86

STORM SEWERS

06012	FASTENAL COMPANY	LIFTING STRAP	01-300-000-54999	57.10
-------	------------------	---------------	------------------	-------

TOTAL 57.10

TOTAL STORM SEWERS 57.10

SOLID WASTE MGMT/SPRING/FALL

INVOICES DUE ON/BEFORE 05/21/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
DC WASTE	DOOR COUNTY WASTE & RECYCLING	2.5 TONS REFUSE LG ITEM COLL	01-311-000-58400	145.75
		TOTAL		145.75
		TOTAL SOLID WASTE MGMT/SPRING/FALL		145.75
STREET SWEEPING				
25700	ZARNOTH BRUSH WORKS INC	MAIN BROOM, 4 SETS GUTTER BRMS	01-330-000-51400	986.00
		TOTAL		986.00
		TOTAL STREET SWEEPING		986.00
ROADWAYS/STREETS				
04545	DOOR COUNTY COOPERATIVE	50 LBS GRASS SEED PLOW DAMAGE	01-400-000-51400	110.00
		TOTAL		110.00
		TOTAL ROADWAYS/STREETS		110.00
SNOW REMOVAL				
04575	DOOR COUNTY HARDWARE	FASTENERS	01-410-000-51400	1.54
04575		LETTERS FOR MAIL BOXES	01-410-000-51400	5.99
04575		HOSE & NOZZLE	01-410-000-51400	29.98
R0000556	D&A MACHINING, LLC	REPR SHAFT FOR TRKLESS GEAR BX	01-410-000-51400	90.00
		TOTAL		127.51
		TOTAL SNOW REMOVAL		127.51
STREET SIGNS AND MARKINGS				
04575	DOOR COUNTY HARDWARE	BOLTS	01-420-000-52550	9.96
		TOTAL		9.96
		TOTAL STREET SIGNS AND MARKINGS		9.96
STREET MACHINERY				
03075	CARQUEST OF DOOR COUNTY	PLOW PIN	01-450-000-53000	3.35
03075		LAMP, FUSE, FILTER, MOLY, BTY	01-450-000-53000	252.26
03075		LAMP, FWR CAR WSH	01-450-000-53000	20.79
03075		OIL	01-450-000-52150	4.41
03075		AIR FILTER	01-450-000-52150	9.69
03075		BLADES & WIPERS	01-450-000-52150	68.54
03075		MOLY ULT RD, FILTERS	01-450-000-52150	170.57
04575	DOOR COUNTY HARDWARE	FLR ELBOW	01-450-000-53000	9.98

INVOICES DUE ON/BEFORE 05/21/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
04575		FASTENERS	01-450-000-53000	0.54
04575		SCREWS	01-450-000-53000	30.99
06005	FABCO EQUIPMENT INC	REPL INJECTORS & SLEEVES	01-450-000-53000	3,035.69
06012	FASTENAL COMPANY	3 AIR FILTER CLIPS	01-450-000-53000	9.72
14000	NAPA AUTO PARTS	2 OEM SLACK ADJUSTERS	01-450-000-53000	197.12
15890	PACK AND SHIP PLUS	RETURN SHIPPING	01-450-000-53000	3.53
20725	T R COCHART TIRE CENTER	REPAIR FLAT	01-450-000-53000	15.00
20725		REPAIR FLATS	01-450-000-53000	110.00
O'REILLY	O'REILLY AUTO PARTS	RETURN SWITCH	01-450-000-52150	-7.49
O'REILLY		SWITCH	01-450-000-52150	7.49
O'REILLY		OIL	01-450-000-52150	7.98
O'REILLY		SWITCH	01-450-000-52150	7.49
O'REILLY		RECIEVER	01-450-000-52150	49.99
		TOTAL		4,007.64
		TOTAL STREET MACHINERY		4,007.64
CITY GARAGE				
04575	DOOR COUNTY HARDWARE	SIGN, WALLPLATE, CARPET FRESH	01-460-000-55300	11.41
		TOTAL		11.41
		TOTAL CITY GARAGE		11.41
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	1536 EGG HRB RS TRAFFIC LIGHTS	01-499-000-58000	27.32
19880		N 14TH AVE TRAFFIC LIGHTS	01-499-000-58000	33.34
19880		WS TRAFFIC LIGHTS	01-499-000-58000	147.02
19880		ORNAMENTAL ST LIGHTS	01-499-000-58000	5,926.91
19880		OVERHEAD ST LIGHTS	01-499-000-58000	8,718.74
19880		808 S DULUTH AVE	01-499-000-58000	13.59
19880		WALNUT & LANSING SIGN	01-499-000-58000	8.89
19880		EAST SIDE DOCK	01-499-000-58000	49.70
19880		SHIPYARD DEVELOPMENT LIGHTS	01-499-000-58000	65.92
19880		OLD HWY RD SIGN	01-499-000-58000	11.86
CHRISTEN	CHARLES N. CHRISTENSEN	REIMB WORK BOOTS	01-499-000-56800	100.00
		TOTAL		15,103.29
		TOTAL HIGHWAYS - GENERAL		15,103.29
PARK & RECREATION ADMIN				
04696	DOOR COUNTY TREASURER	04/13 INTERNET	01-500-000-56700	4.05
		TOTAL		4.05
		TOTAL PARK & RECREATION ADMIN		4.05

INVOICES DUE ON/BEFORE 05/21/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
PARKS AND PLAYGROUNDS				
02005	BAY ELECTRONICS, INC.	TWO WAY RADIO CABLE	01-510-000-54999	17.89
04575	DOOR COUNTY HARDWARE	BRUSH	01-510-000-54999	2.29
04575		ANCHOR	01-510-000-54999	5.99
04575		CAULK GUN	01-510-000-54999	8.99
04575		FASTENERS	01-510-000-54999	4.47
04575		FASTENERS	01-510-000-54999	6.80
04575		BULB	01-510-000-54999	2.29
10750	PREMIER CONCRETE INC	12' SONO TUBE PBI SCORE BOARD	01-510-000-54999	120.00
19297	SHORE TO SHORE RENTAL, INC	RENT METAL DETECTOR	01-510-000-54999	15.00
19880	STURGEON BAY UTILITIES	MEM FLD WARMING HOUSE	01-510-000-56150	130.52
19880		MEM FLD WARMING HOUSE	01-510-000-58650	56.39
19880		MEM FLD PARKING LOT	01-510-000-56150	8.24
19880		GIRLS LITTLE LEAGUE	01-510-000-56150	63.89
19880		MARTIN PARK	01-510-000-56150	9.31
19880		N 7TH AVE GARLAND PARK	01-510-000-56150	8.24
19880		FLAG LIGHT 5TH & MICHIGAN	01-510-000-56150	38.99
20725	T R COCHART TIRE CENTER	REPAIR FLATS	01-510-000-54999	30.00
O'REILLY	O'REILLY AUTO PARTS	FUSE, FEMALE SPADE, DISCONNECT	01-510-000-54999	23.47
O'REILLY		SPLICE, DISCONNECT	01-510-000-54999	11.08
R0001054	DOOR DETAIL	BUFF HOOD SCRATCHES	01-510-000-54999	150.00
R0001056	RODNEY KNUTSON	30 METAL 55 GALLON CANS	01-510-000-54999	180.00
TLB	TLB WOOD PRODUCTS CORP	80 YDS BROWN MULCH	01-510-000-51750	1,781.45
TLB		80 YDS BROWN MULCH	01-510-000-51750	1,781.45
TOTAL				4,456.75
TOTAL PARKS AND PLAYGROUNDS				4,456.75
BALLFIELDS				
04575	DOOR COUNTY HARDWARE	FASTENERS	01-520-000-54999	14.56
04575		WHEEL, EXCHANGE FASTENERS	01-520-000-54999	17.02
10750	PREMIER CONCRETE INC	CONCRETE PBI SCOREBOARD	01-520-000-54999	177.50
13150	MASTERCRAFT WELDING SYSTEM	2 8X15 I BEAMS	01-520-000-54999	600.00
13150		MATERIAL FOR PBI SCOREBOARD	01-520-000-54999	144.00
TOTAL				953.08
TOTAL BALLFIELDS				953.08
WATERFRONT PARKS & WALKWAYS				
19880	STURGEON BAY UTILITIES	W LARCH WALKWAY LIGHTS	01-570-000-56150	104.34
19880		W LARCH PARKING LOT	01-570-000-56150	42.91
19880		48 KENTUCKY ST WTR FRT	01-570-000-56150	221.96
19880		107 N 1ST AVE RESTROOMS	01-570-000-56150	24.01
19880		107 N 1ST AVE RESTROOMS	01-570-000-58650	49.13
19880		N 1ST AVE CITY PARKING RAMP	01-570-000-56150	210.88
TOTAL				653.23
TOTAL WATERFRONT PARKS & WALKWAYS				653.23

INVOICES DUE ON/BEFORE 05/21/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
EMPLOYEE BENEFITS				
03780	COUNSELING ASSOCIATES OF DC	MONTHLY EAP	01-600-000-56553	150.83
TOTAL				150.83
TOTAL EMPLOYEE BENEFITS				150.83
COMMUNITY & ECONOMIC DEVLPT				
04696	DOOR COUNTY TREASURER	04/13 INTERNET	01-900-000-56700	5.40
17700	QUILL CORPORATION	ENVELOPES & BANKERS BOXES	01-900-000-51950	69.98
TOTAL				75.38
TOTAL COMMUNITY & ECONOMIC DEVLPT				75.38
TOTAL GENERAL FUND				88,651.89
CAPITAL FUND				
COMPUTER				
03101	CDW GOVERNMENT, INC.	TABLET KEYBOARD ACES	10-125-000-59040	66.71
TOTAL				66.71
TOTAL COMPUTER				66.71
ROADWAYS/STREETS				
ANNUAL RESURFACING & BASE REP.				
03941	DAVE'S TREE SERVICE, INC	TREE REMOVAL 4TH AVE	10-400-110-59095	3,272.50
TOTAL ANNUAL RESURFACING & BASE REP.				3,272.50
TOTAL ROADWAYS/STREETS				3,272.50
BALLFIELDS				
EXPENSE				
02227	BEACON ATHLETICS	BATTING CAGE	10-520-000-59999	2,999.00
NEVCO	NEVCO SCOREBOARD COMPANY	LED SCOREBOARD	10-520-000-59999	4,109.00
TOTAL EXPENSE				7,108.00
TOTAL BALLFIELDS				7,108.00
TOTAL CAPITAL FUND				10,447.21
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
04696	DOOR COUNTY TREASURER	04/13 INTERNET	21-000-000-56700	180.00
MANN	MANN COMMUNICATIONS, LLC	DVD DUBS	21-000-000-58999	45.00
MANN		LEVENDUSKY CC PREV	21-000-000-58999	105.00

DATE: 05/14/2013
TIME: 11:09:15
ID: AP443000.CST

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 10

INVOICES DUE ON/BEFORE 05/21/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
TOTAL CABLE TV / GENERAL				250.00
TOTAL CABLE TV / GENERAL				250.00
TOTAL CABLE TV				250.00
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
DC WASTE	DOOR COUNTY WASTE & RECYCLING	192.88 TONS REFUSE	60-000-000-58300	11,200.97
DC WASTE		80.11 TONS RECYCLING	60-000-000-58350	1,055.98
TOTAL SOLID WASTE ENTERPRISE FUND				12,256.95
TOTAL SOLID WASTE ENTERPRISE FUND				12,256.95
TOTAL SOLID WASTE ENTERPRISE				12,256.95
TOTAL ALL FUNDS				111,606.05

MANUAL CHECKS

WPPI \$ 5,255.20
 05/01/13
 ACH
 Dental insurance
 Misc accounts

WPPI \$ 86,499.39
 05/01/13
 ACH
 Health insurance
 Misc accounts

Shell Fleet Plus \$ 68.56
 05/06/13
 Check #72482
 Out of town fuel
 01-200-000-51650

US Bank \$ 157.24
 05/06/13
 Check #72483
 PD copier lease
 01-200-000-55650

Benefit Advantage \$ 128.00
 05/06/13
 Check #72484
 Caf & HRA fees
 01-600-000-50510

Minnesota Life Ins \$ 1,625.09
 05/06/13
 Check #72485
 Life insurance
 01-600-00050552

WI Dept of Workforce \$ 1,089.00
 05/06/13
 Check #72486
 Unemployment
 01-600-000-50370

David Graces & Bank of Kaukauna \$ 5,000.00
05/08/13
Check #72564
Dock purchase
01-199-000-58950

Benefit Advantage \$ 25.00
05/09/13
Check #72570
Cobra fees
01-600-000-50510

Witt Peninsula Ford \$ 3,694.95
05/09/13
Check #72571
Balance of PD Admin. Vehicle
10-215-000-59035

TOTAL MANUAL CHECKS \$ 103,542.43

DATE: 05/14/2013
TIME: 11:09:15
ID: AP443000.CST

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 11

INVOICES DUE ON/BEFORE 05/21/2013

VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE

SUMMARY OF FUNDS:

GENERAL FUND	88,651.89	188,499.37
CAPITAL FUND	10,447.21	14,142.16
CABLE TV		250.00
SOLID WASTE ENTERPRISE		12,256.95
TOTAL --- ALL FUNDS	111,606.05	215,148.48

George B. Weir 5-14-13
[Signature] 5-14-13
[Signature] 5/14/13

COMMON COUNCIL
May 7, 2013

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

Fett/Schlicht to adopt the agenda. Carried.

Mayor Birmingham presented a proclamation to Paul Anschutz regarding May 2013 as Bike Month.

Stutting/Schlicht to approve bills: General Fund – \$138,235.82, Capital Fund - \$850.00, Cable TV - \$4,445.04, TID #2 - \$354.45, TID #4 - \$17,981.25, and Solid Waste Enterprise - \$3,966.07 for grand total of \$165,832.63. Roll call: All voted aye. Carried.

Schlicht/Stutting to approve consent agenda:

- a. Approval of 4/6/13 regular Common Council minutes.
- b. Approval of following minutes:
 - (1) Bicycle and Pedestrian Advisory Board – 4/4/13
 - (2) Board of Canvassers – 4/5/13
 - (3) Finance/Purchasing & Building Committee – 4/9/13
 - (4) Harbor Commission – 4/15/13
 - (5) Fire & Police Commission – 4/17/13
 - (6) City Plan Commission – 4/17/13
 - (7) Loan Review Committee – 4/19/13
 - (8) Personnel Committee – 4/22/13
 - (9) Joint Park & Recreation Committee/Board – 4/24/13
 - (10) Park & Recreation Committee – 4/30/13
- c. Consideration of: Approval of Beverage Operator licenses.
- d. Consideration of: Approval of Class B Beer licenses (six month.)
- e. Consideration of: Approval of Sidewalk Café Permit Application for 136 Restaurant and Wine Bar.
- f. Disallowance of Claim Resolution re: Claim filed by Valerie Wheeler.
- g. Finance/Purchasing & Building Committee recommendation re: Write-off the delinquent personal property tax account bills in the amount of \$1,185.42 and authorize the City Attorney to pursue small claims court action for personal property tax account #281-0435, New Century Service, and publish the delinquent personal property tax accounts in the Door County Advocate.
- h. Sturgeon Bay Revolving Loan Fund Committee recommendation re: Loan be approved for Door County Traders, LLC subject to conditions.

Carried.

Fett/Wiesner to confirm the following appointments:

CITY PLAN COMMISSION

Mike Gilson (Mayor's Term)
Laurel Brooks
Jeff Norland

FIRE & POLICE COMMISSION

Sandy Hurley

HARBOR COMMISSION

Matt Felhofer
Steve Propsom

HISTORIC PRESERVATION COMMISSION

Dennis Statz
Nancy Emery

ZONING BOARD OF APPEALS

Andrew Starr
William Chaudoir
Wayne Spritka, (Alt. 1)
Richard Jennings (Alt. 2)

BOARD OF ELECTRICAL EXAMINERS

Stewart Fett

BOARD OF REVIEW

Myrle Welhaven
Joseph Stutting (Alt.)
Richard Allmann (Alt.)

CABLE COMMUNICATIONS SYSTEM ADVISORY COUNCIL

Joseph Stutting (Education)
Cindy Weber (Gov't)

WEED COMMISSION

Robert Bordeau

LOCAL ARTS BOARD

Sara Bradley

AESTHETIC DESIGN & SITE PLAN BOARD

Holly Feldman
Jon Burke
Dennis VanBramer
John Kolodziej
Mark Lake

Carried.

Wiesner/Ireland to approve request from Door County Candy for Sidewalk Café Permit exceptions to allow tables and chairs for the sidewalk café to be left out overnight. Carried.

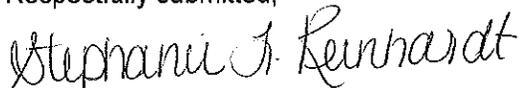
City Plan Commission Chair Wiegand, Finance/Purchasing & Building Committee Chair Stutting, and Park & Recreation Committee Chair Wiegand gave committee reports.

No one spoke during public comment.

The Mayor made his comments.

After the Mayor announced the stator basis, Schlich/Fett to convene in closed session in accordance with the following exemption: Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved in. Wis. Stats. 19.85(1)(g) – Consideration of: Waterfront Docking Facility. Roll call: All voted aye. Carried. The meeting moved to closed session at 7:20 p.m. and adjourned at 7:40 p.m.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/Human Resources Director

STURGEON BAY UTILITIES
Regular Meeting
March 12th, 2013

President Stewart Fett called the regular meeting of the Utilities Commission to order at 12:00 p.m. at the Sturgeon Bay Utilities office. Roll call: President Stewart Fett, Vice-President Gary DeNamur, Secretary Robert Schlicht and Commissioners Matt Felhofer, Cindy Weber and Dan Wiegand were present. Mayor Thad Birmingham was excused. Also present were Operations Manager Cliff White, Electric Supervisor Jason Bieri, Accounting Supervisor Laurie Bauldry and Recording Secretary Kelly LaLuzerne.

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

Weber/Wiegand to approve the minutes of the regular meeting held on February 12th, 2013. Motion carried.

The Commission proceeded to review the bills for February in the amount of \$1,930,545.45. Fett/Schlicht to approve payment of the bills. Motion carried.

The next item of business was United Water's presentation to the Commission regarding their accomplishments for 2012 and goals for 2013. Andrew Reid of United Water highlighted operations for the last year as well as continuing education in safety. Future challenges and opportunities were also discussed.

The January 2013 financials were presented. Discussion regarding other operating revenue and the difference between actual versus budget amounts was addressed. Staff explained that pole attachments were billed earlier in 2013 than in 2012 and February's financials will reconcile the variance. Commissioner Schlicht would like a breakdown of the pole attachment billings and comparison to previous years amounts. Felhofer/Wiegand to accept the financials subject to audit. Motion carried.

Operations Manager White reported on the current investments and their allocations. No formal action was taken.

A RESOLUTION IN SUPPORT OF THE PRESERVATION OF
TAX-EXEMPT FINANCING

WHEREAS, municipal bonds are the means by which state and local governments finance the critical infrastructure of our nation, including roads, bridges, hospitals, schools, and utility systems; and

WHEREAS, under current law the owners of municipal bonds are not required to pay federal income tax on the interest income they receive from the bonds; and

WHEREAS, this tax exemption is part of a more than century-long system of reciprocal immunity under which owners of federal bonds are, in turn, not required to pay state and local income tax on the interest they receive from federal bonds; and

WHEREAS, this federal tax exemption provides a significant difference between public sector and private sector debt financing; and

WHEREAS, municipalities benefit from this tax exemption through substantial savings on the interest cost of borrowed money; and

WHEREAS, the benefit of lower capital costs attributable to tax exempt financing are passed on to property taxpayers through reduced rates, greater local investments, or both; and

WHEREAS, from time to time Congress and the President have proposed legislation to tax – or alter the federal tax exemption of – interest on municipal bonds; and

NOW, THEREFORE, BE IT RESOLVED that the Sturgeon Bay Utilities, an enterprise fund of the City of Sturgeon Bay, opposes any efforts by Congress and this, or any future, President to eliminate or limit the federal tax exemption on interest earned from municipal bonds.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to our Congressional Representatives and key members of the Administration.

BE IT FURTHER RESOLVED that a copy of this resolution shall be submitted to the Municipal Electric Utilities of Wisconsin in support of future debate and action on preserving tax-exempt financing.

Schlicht/Felhofer to approve the resolution. Motion carried.

Next was consideration of bids for equipment related to the upgrade of the Industrial substation. Four bids were received and opened on March 5th, 2013 for the project with the following results:

<u>Bidder</u>	<u>Amount</u>
Substation Enterprises	\$28,808.00
Tatman Associates	\$29,000.00
Associated Substation Engineering	\$23,700.00
Border States	\$24,092.45

Staff recommends awarding the bid to Associated Substation Engineering in the amount of \$23,700.00 for the purchase of industrial substation materials. Weber/DeNamur to award the bid to Associated Substation Engineering for the amount of \$23,700.00. Motion carried.

The Operations Report was presented by OM White. Fett/Wiegand to accept the Operations Report for February. Motion carried.

Next were Council member's updates on issues. President Fett noted that the WPPI Energy loan for the City of Sturgeon Bay was granted. The loan is being utilized to fund the City's portion of the athletic field lighting upgrades. President Fett also stated that he received additional street light requests by citizens and will present them to CP & S at the next meeting.

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

- a. Adjustments for the month
- b. Update on projects
 - 1) New lineman

Schlicht/Weber to adjourn. Motion carried. The meeting adjourned at 12:37 p.m.

Robert Schlicht
Secretary

Approved for publication:

Stewart Fett
President

James Stawicki
General Manager

Date: _____

Date: _____

STURGEON BAY UTILITIES
Regular Meeting
April 9th, 2013

President Stewart Fett called the regular meeting of the Utilities Commission to order at 12:00 p.m. at the Sturgeon Bay Utilities office. Roll call: President Stewart Fett, Vice-President Gary DeNamur, Secretary Robert Schlicht and Commissioners Matt Felhofer, Cindy Weber and Dan Wiegand were present. Mayor Thad Birmingham entered later as indicated. Also present were General Manager James Stawicki, Operations Manager Cliff White, Electric Supervisor Jason Bieri and Recording Secretary Kelly LaLuzerne.

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

Schlicht/Weber to approve the minutes of the regular meeting held on March 12th, 2013. Motion carried.

Mayor Birmingham entered at 12:02 p.m.

The Commission proceeded to review the bills for March in the amount of \$1,743,885.81. Fett/DeNamur to approve payment of the bills. Motion carried.

The February 2013 financials were presented. Birmingham/Felhofer to accept the financials subject to audit. Motion carried.

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

The next item of business was the consideration of lease with Bay Shipbuilding/Fincantieri Marine Group. President Fett recused himself from this item and left the meeting room until after the vote was taken on this item. Bay Shipbuilding is requesting extension of their lease for the space adjacent to and above SBU's well house at the corner of 3rd Avenue and Florida Street. Birmingham/Wiegand to approve the extension of the lease with Bay Shipbuilding in the amount of \$1,324.65 for 2013/2014. Motion carried.

Next was consideration of ATC voluntary capital call. The contribution of \$18,273 is due on April 29th, 2013. Schlicht/Birmingham to approve the ATC contribution of \$18,273 on April 29th, 2013. Motion carried.

Consideration of SBU procurement policy was the next item of business. In 2012, Commissioner Schlicht asked staff to review the current procurement policy. GM Stawicki reviewed the policy and came up with a proposed policy that establishes uniformity for the purchase of all materials, services and equipment necessary for the efficient and effective operations of SBU. Commissioner Felhofer made a motion to remove the language "up to a maximum of \$1,000" under "Local Merchants". Commissioner Schlicht seconded the motion. Motion carried. Commissioner Schlicht asked GM Stawicki if he conducted a side by side comparison to the City of Sturgeon Bay's procurement policy. GM Stawicki stated that the policies are similar but are modeled to utility procedures. Wiegand/Schlicht to approve the procurement policy with the approved change to the language. Motion carried.

Next was consideration of the following bids:

- a) 69 kV breaker for Industrial substation. This breaker is one of the components needed for the transformer replacement and updating of the Industrial substation. Three bids were received and opened on April 3rd, 2013 for the project with the following results:

<u>Bidder</u>	<u>Amount</u>
Alstom Group	\$38,800.00
Wesco	\$38,846.00
Siemens	\$39,045.00

Staff recommends awarding the bid to Alstom Group in the amount of \$38,800.00, contingent upon completion of the formal review of the bid submittals. DeNamur/Weber to award the bid to Alstom Group in the amount of \$38,800.00. Motion carried.

b) North 4th Avenue and West Oak Street water and sewer main replacement. The City of Sturgeon Bay's road resurfacing plan for 2013 includes North 4th Avenue and West Oak Street. In coordination with the City's schedule, SBU's capital improvement plan includes replacing the aging water and sewer mains as part of these roadway reconstruction projects. The two projects were packaged together with the City receiving three bids, with the low bid received from Dorner Construction Company Inc., in the amount of \$572,848.25. The water and sewer portion for both projects is \$279,158.88. Staff is seeking authorization to proceed and partner with the City to complete this work as part of the City's agreement with the low bidder. Schlicht/Birmingham to authorize staff to proceed with the City's agreement with Dorner Construction Company Inc. in the amount of \$279,158.88. Motion carried.

c) Manhole rehabilitation project. This year's capital improvements plan and budget includes rehabilitating the 18 defective manholes indentified in last year's assessment, including pavement restoration where needed. Three bids were received and opened n April 3rd, 2013 for the project with the following results:

<u>Bidder</u>	<u>Amount</u>
De Groot, Inc.	\$79,757.56
Dorner, Inc.	\$109,625.00
Infrastructure Technologies, Inc.	\$162,833.00

Staff recommends awarding the bid to De Groot, Inc. in the amount of \$79,757.56, contingent upon completion of the formal review of the bid submittals. Felhofer/Weber to add addendum to assure De Groot, Inc. is properly bonded and insured. Since being bonded and insured is part of the bidding process, motion of the addendum was withdrawn. Commissioner Schlicht would like a list of the 18 manholes and their locations. OM White will provide him with the requested information. Schlicht/Birmingham to award the bid to De Groot, Inc in the amount of \$79,757.56. Motion carried.

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

Next were Council member's updates on issues. President Fett did not have any items to discuss nor did anyone else from the City Council.

President Fett left the meeting at 12:53 p.m.

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

- a. Adjustments for the month
- b. Update on projects
 - 1) Legislative rally
 - 2) Medical and dental insurance

Schlicht/Birmingham to adjourn. Motion carried. The meeting adjourned at 1:00 p.m.

Robert Schlicht
Secretary

Approved for publication:

Stewart Fett
President

James Stawicki
General Manager

Date: _____

Date: _____

FINANCE/PURCHASING & BUILDING COMMITTEE
April 30, 2013

A meeting of the Finance/Purchasing & Building Committee was called to order at 7:00 p.m. by Chairperson Stutting in Council Chambers, City Hall. Roll call: Alderperson Stutting, Alderperson Wiegand, and Alderperson Schlicht were present. Also present: Mayor Birmingham, Alderperson Fett, City Administrator McNeil, Finance Director/City Treasurer Clarizio, Community Development Director Olejniczak, 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: Extension of contract with Vandewalle & Associates for Waterfront Redevelopment activities.
4. Consideration of: Certified survey map for WPS Gate Station.
5. Consideration of: Easements for relocated WPS gas line.
6. Review of unfinished business list.
7. Review bills.
8. Adjourn.

Carried.

Community Development Director Olejniczak led the discussion on the Extension of contract with Vandewalle & Associates for Waterfront Redevelopment activities. He stated that the original contract with Vandewalle & Associates was for six months giving the City time to work on establishing the TID. The item being considered is a work order to extend the contract for up to one year on a time and material basis directed by City staff. The Committee requested that this item be brought before the Waterfront Redevelopment Authority for their review and approval as well. Alderperson Wiegand commented that this item is only at Finance/Purchasing & Building Committee for funding purposes, not to approve the contract extension. Moved by Alderperson Schlicht, seconded by Alderperson Wiegand to recommend to the Common Council to approve the funding for the contract extension with Vandewalle and Associates for the West Waterfront Redevelopment activities thru April 30, 2014, in an amount not to exceed \$100,000. Carried.

Certified survey map for WPS Gate Station was then discussed. Mr. Olejniczak stated that the City reached an agreement with Wisconsin Public Service Corporation to relocate the natural gas transmission line that runs diagonally through the future Industrial Park expansion land that the City recently purchased from Roger Anderson. As part of the deal, the City agreed to provide a new site for WPS's gate station. The original portion of the City-owned lot at the southeast corner of Neenah Avenue and Jib Street was going to be used. However, that site negatively impacted a prime industrial lot and was more expensive to implement. Therefore, the proposed location for the

gate station is now located across from Neenah Avenue on the portion of land that was recently purchased. A certified survey map is required to create the lot for WPS. Moved by Alderperson Schlicht, seconded by Alderperson Wiegand to recommend to the Common Council to approve the certified survey map, subject to the conditions contained in the attached staff CSM review letter dated 4/22/13. Carried.

Easements for relocated WPS gas line was then discussed. Community Development Director Olejniczak stated that the new route of the pipeline follows the east side of Neenah Avenue. In order to relocate the pipeline, easements are required from property owners along the route. The easement is a 12-foot strip immediately abutting the street right-of-way. The City owns two lots along the route, so two easements are needed. Because the easements are part of the gas line relocation agreement between the City and WPS, compensation is not being offered by WPS.

The lots that are impacted by the new easement are the water tower lot adjacent to Hatco and the vacant lot at the corner of Jib Street and Neenah Avenue. Neither lot is negatively impacted by the easements since the location is within the building setback area. The easement area could be used for driveways, parking landscape and other non-building improvements.

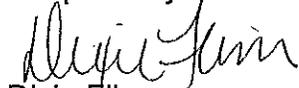
However, the City Attorney has reviewed the agreement and has proposed changes to the last portion of the easement regarding future costs for repair or replacement of damages to the pipeline. Moved by Alderperson Wiegand, seconded by Alderperson Schlicht to recommend to the Common Council to approve the two easements subject to the changes recommended by the City Attorney. Carried.

The Committee reviewed the unfinished business list.

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

Moved by Alderperson Schlicht, seconded by Alderperson Wiegand to adjourn. Carried. The meeting adjourned at 7:26p.m.

Respectfully submitted,



Dixie Flinn
Office/Accounting Assistant II

JOINT PARK AND RECREATION COMMITTEE/BOARD

Wednesday, May 1, 2013

A meeting of the Joint Park and Recreation Committee/Board was called to order at 6:30 p.m. by Chairperson Wiegand in Council Chambers, City Hall, 421 Michigan Street.

Roll call: *Members Wiegand, Vandertie, Ireland, Hagman, Larsen, Morrow, Kleist and Bordeau were present. Member Husby was excused. Also present was Municipal Services Assistant Jennifer Lenius.*

Adoption of agenda: *Moved by Mr. Hagman, seconded by Mr. Morrow to adopt the following agenda:*

1. *Roll Call*
2. *Adoption of Agenda*
3. *Public Comment*
4. *Consideration of: Beach Testing Funding*
5. *Consideration of: Maritime Museum Marquee Sign Funding*
6. *Discussion of: Little Lake Updates*
7. *Adjourn*

All in favor. Carried.

Nobody spoke during public comment.

Consideration of Beach Testing Funding: *Mr. Bordeau stated that the City has participated in the county wide beach testing program since 2003. This program had been funded by the federal government in the past, however with recent federal budget cuts; this program has lost the funding to continue. The County is asking for \$1,000 from each municipality to help fund the program. He explained that this program has offered a lot to help with storm water drainage issues from findings of the studies that have been done.*

Moved by Mr. Vandertie, seconded by Mr. Hagman to recommend to council to transfer \$1,000 from account 01-199-000-58950 to account 01-520-000-58999 to fund beach testing in Sturgeon Bay. All in favor. Carried.

Discussion of: Maritime Museum Marquee Sign Funding: *Mr. Bordeau stated the Maritime Museum is going to be installing a new LED lighted reader board in the area of where their current sign is. The estimated cost of the sign is \$35,000 and they are asking the City if they would like to contribute \$3,000 to the project and in return would be able to place park and city event info on the sign such as concert and farm market information. He also explained that the City has looked into the cost of installing a sign similar to this but cut it because of Act 10 budget cuts. Mr. Morrow had some concerns regarding the messages that would be placed on the sign, the design and who would maintain the sign. Mr. Bordeau stated the sign would be maintained by the Museum and the planting area around the sign would be maintained by the City since it is on City property. Mr. Desh, Executive Director of the Door County Maritime Museum stated the sign has received approval from the Waterfront Design Review Board and they would regulate what events were placed on the sign.*

Moved by Mr. Hagman, seconded by Mr. Wiegand to recommend to council to transfer \$3,000 from account 10-199-000-58950 to account 10-510-000-58999 to contribute to the Maritime Museum Sign. All in favor. Carried.

Discussion of: Little Lake Updates: *Mr. Bordeau updated the group on the status of Little Lake. He stated that there is a group of 50 – 60 people who have met several times to discuss improving Little Lake. The City applied for and received a grant of over \$20,000 to help fund the engineering costs to design a bio swale at the south east end of Little Lake to remediate the storm water drainage issue.*

Adjourn: *Moved by Ms. Kleist, seconded by Mr. Hagman to adjourn. Carried. Meeting adjourned at 7:00 p.m.*

Respectfully submitted,


Jennifer Lenius
Municipal Services Assistant

BICYCLE AND PEDESTRIAN ADVISORY BOARD

Thursday, May 2, 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, Leni Spaude, Rhonda Kolberg, and Tony Depies were present. Member Randy Watermolen was excused. Member Laurel Brooks entered at 4:02 and Member Nathan Hayes entered at 4:05. Also present was Police Captain Brinkman, Community Development Director Olejniczak and Municipal Services Assistant Jennifer Lenius.*

Adoption of agenda: *Moved by Mr. Depies, seconded by Mr. Anschutz to move item 7 to before item 4 and adopt the following agenda:*

1. *Roll call.*
2. *Adoption of agenda.*
3. *Approval of minutes from April 4, 2013.*
7. **Discussion of: Bike Education / Bike Rodeo Update**
4. *Discussion of: Bike to Work Week Update*
5. *Discussion of: Ahnapee Trail Review*
6. *Discussion of: Safe Routes to School Historic Preservation Contract*
8. *Discussion of: Report on Design Plan for Egg Harbor Road*
9. *Discussion of: Pedestrian Signage and Striping*
10. *Adjourn*

All in favor. Carried.

Approval of minutes from April 4, 2013: *Moved by Ms. Kolberg, seconded by Mr. Depies to approve the minutes from April 4, 2013. All in favor. Carried.*

Discussion of: Bike Education / Bike Rodeo Update: *Captain Brinkman stated the Community Service Officers will receive bike rodeo training on May 4th. Mr. Anschutz stated Door County Silent Sports has received approximately 350 – 400 helmets to give away at the bike rodeo and all schools in the county were sent notices about the event. Mr. Depies stated he would ask the street department to deliver barricades to Market Square on Friday, May 10th.*

Discussion of: Bike to Work Week Update: *Mr. Anschutz summarized the events and activities that will be going on during Bike to Work Week. He stated that anyone who wants to participate is able to and that if people live out of town and want to bring their bike into town to ride on their lunch breaks that they too would be eligible for prizes.*

Discussion of: Ahnapee Trail Review: *Mr. Anschutz asked if at the next meeting the map could include the lineal feet and widths of the trail. He also asked how the board could go about asking for funds to include/improve the bike lanes along the trail. Mr. Olejniczak stated this project is being done by the County Parks Department and the Highway Department, so it would go through them, however the board can request that they add bike accommodations to their design and that the board would be willing to help raise funds to assist with the bike trail. Mr. Depies stated he would draft a letter to the County Parks and Highway Departments stating this.*

Discussion of: Safe Routes to School Historic Preservation Contract: *Mr. Depies explained that the DOT's consultant is working on the final phase of the historic preservation contract and the cost estimates to engineer have come in between \$30,000 to \$35,000. The Common Council will need to approve this amount before the City can proceed.*

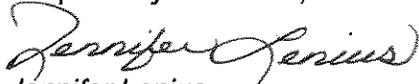
Discussion of: Report on Design Plan for Egg Harbor Road: *Mr. Depies explained to the board that the reason the Design Plan for Egg Harbor Road does not include sidewalks on the south side of the street from the old Taco Bell building to Georgia Street is because the City does not have enough Right of Way in this area so installing sidewalks would require the City to purchase land from the property owners.*

Mr. Depies stated that through the agreement with Wal-Mart to build their new store, Wal-Mart allotted \$150,000 to the City to help pay for sidewalk and drainage improvements. There is a time limit of seven years for the City to spend these funds. The sidewalk improvements are tentatively in the capital budget for 2015 and DNR grants will become available that the City may apply for which would allow more of the \$150,000 from Wal-Mart to be spent on sidewalks. Mr. Anschutz asked that it be stated in the minutes that 17% of the people who shop at Wal-Mart stores walk or bike there.

Consideration of: Pedestrian Signage and Striping: *Mr. Depies stated the bike lane extensions between 1st and 3rd Avenues will be painted after the Bay View Bridge work is complete and the highway traffic is no longer detoured through the City. He stated that ladder crosswalks should be considered at areas that require more visibility for pedestrian traffic. He also stated that the Street Department will be using Diamond Vogel paint this year and hope to see better results from this product. He also described some of the other products available for road markings and the pros and cons of each. Mr. Schlicht stated that the Parking and Traffic would be discussing this item at their next meeting.*

Adjourn: *Moved by Mr. Anschutz, seconded by Mr. Hayes to adjourn. Carried. Meeting adjourned at 5:35 p.m.*

Respectfully submitted,



Jennifer Lenius

Municipal Services Assistant

6b6.

6b6.

BOARD OF PUBLIC WORKS
May 7, 2013

A meeting of the Board of Public Works was called to order by Chairperson Wiegand at 6:50 p.m. Roll call: Members Wiegand, Ireland, Wiesner, Stutting, Fett, Schlicht and Birmingham were present. Vandertie entered at 6:51 p.m.

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

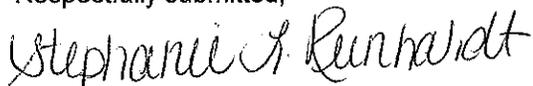
1. Call to order.
2. Roll call.
3. Adoption of agenda.
4. Election of Chairperson.
5. Adjourn.

Carried.

Moved by Ald. Wiegand, seconded by Ald. Stutting to nominate Bob Schlicht to the position of Board of Public Works Chairperson. Vandertie/Stutting to close nominations. Carried. Vote taken on original motion. Carried.

Moved by Mayor Birmingham, seconded by Ald. Vandertie to adjourn. Carried. The meeting adjourned at 6:53 p.m.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/Human Resources Director

COMMUNITY PROTECTION & SERVICES COMMITTEE
May 9, 2013

A meeting of the Community Protection & Services Committee was called to order at 5:00 p.m. by Chairperson Fett in Council Chambers, City Hall. Roll call: Members Fett, Ireland and Wiesner were present. Also present: City Administrator McNeil, Fire Chief Herlache, Assistant Fire Chief Dietman, and Deputy Clerk/Treasurer Spittlemeister.

Moved by Mr. Ireland, seconded by Mr. Wiesner to adopt the following amended agenda:

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Door County Emergency Medical Responder, (EMR) Mutual Aid Agreement.
4. Adjourn.

Carried.

Consideration of: Door County Emergency Medical Responder, (EMR) Mutual Aid Agreement:
Fire Chief Herlache explained that the City of Sturgeon Bay currently does not have an Emergency Medical Responder mutual agreement in place. In the event of a mass casualty incident occurring in the area, the injured would be treated in a timely manner. This agreement states that each group must cover their employees for wages, workers compensation and supplies if they respond outside of their jurisdiction. City Attorney Nesbitt agrees with the terms and conditions of this contract.

Moved by Mr. Wiesner, seconded by Mr. Ireland to approve and recommend to Common Council the Door County Emergency Medical Responder Mutual Aid Agreement. Carried.

Moved by Mr. Ireland, seconded by Mr. Wiesner to adjourn. Carried. The meeting adjourned at 5:05 p.m.

Respectfully submitted,



Laurie Spittlemeister
Deputy Clerk/Treasurer

PERSONNEL COMMITTEE
May 14, 2013

A meeting of the Personnel Committee was called to order at 1:55 p.m. by Chairperson Stutting in the second floor conference room, City Hall. Roll call: Members Stutting and Fett were present. Vandertie was excused. Also present: City Administrator McNeil, City Clerk/Human Resources Director Reinhardt, and Community Development Director Olejniczak,

Fett/Stutting adopt the following agenda:

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

Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations. Wis. Stats. 19.85(1)(f)

Consideration of: Extension of Alternative Productive Work Policy for medical reasons.

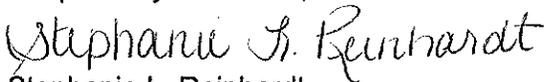
Move to reconvene in open session to take formal action upon preceding subject of closed session, if appropriate; or to conduct discussion or give further consideration where the subject is not appropriate for closed session consideration. The Committee may adjourn in closed session.

4. Adjourn.

Carried.

After the Chairperson announced the statutory basis, it was moved by Mr. Fett, seconded by Mr. Stutting to convene in closed session. Roll call: All voted aye. Carried. The meeting moved to closed session at 1:56 p.m. The meeting adjourned at 2:05 p.m.

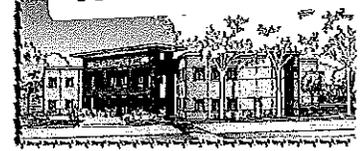
Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/Human Resources Director



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 April, 2013

Date: May 7, 2013

The following is a summary of the Police Department's activities for the month of April. 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 61 crimes.

These crimes can be broken down and classified as follows.

Theft.....	11
Criminal Damage to Property.....	03
Disorderly Conduct.....	09
Bail Jump.....	02
Harassment.....	12
Battery.....	01
Fraud / Scams.....	02
Violate Court Order.....	04
Possession of Firearm by Felon.....	01
Possess Prescription Drug without Prescription.....	02
Possess Heroin.....	01
Vandalism.....	01
Burglary.....	05
Death Investigation.....	02
Possess Marijuana.....	01
Child Neglect.....	01
Recklessly Endanger Safety by Use of a Weapon.....	01
Possess Drug Paraphernalia.....	01
Resist Arrest.....	01
TOTAL	61

The above crimes resulted in the loss of \$5,683 to the community, of which \$3,025 has been recovered.

Arrests

The Department completed a total of 232 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

Child Neglect.....	01
Forgery.....	01
Possession of Heroin.....	03
Possess Prescription Drug without a Prescription.....	01
Bail Jumping.....	03
TOTAL	09

Warrant Arrests.....00

B. Misdemeanor Crime Arrests

Disorderly Conduct.....	04
Battery.....	01
Bail Jump.....	01
Possess Drug Paraphernalia.....	01
Possess Marijuana.....	01
Resist Arrest.....	01
Recklessly Endanger Safety by Use of a Weapon.....	01
Violate Court Order.....	01
TOTAL	11

Wisconsin Probation & Parole Violation Arrests.....11

Warrant Arrests.....02
TOTAL 13

C. Ordinance Violation Arrests

Underage Drinking.....	05
Meddle with Property.....	01
Urinate / Defecate in Public.....	01
Disorderly Conduct.....	04
Truancy.....	02
Obstruct Officer.....	01
Possess Synthetic Marijuana.....	01
Possess Marijuana.....	02
Possess Drug Paraphernalia.....	03
Retail Theft.....	01
Discharge Firearm / Air gun within City Limits.....	03
TOTAL	24

D. Traffic Crime Arrests

Fail to Install Ignition Interlock Device.....	01
Operate While Intoxicated (2 nd or more).....	03
Violate Driver's License Restrictions 2 nd or More.....	01
Operating without a Valid Driver's License 2 nd or More.....	01
TOTAL	06

E. Traffic Violation Arrests

Operating a Motor Vehicle While Intoxicated.....	02
Speeding Violation.....	27
Motor Vehicle Registration Violation.....	05
Failure to Obey a Traffic Sign or Signal.....	04
Operating While Driver's License Suspended.....	10
No Driver's License.....	05
Fail to Yield.....	01
Equipment Violations.....	03
Seat Belt Violation.....	93
Miscellaneous Moving Traffic Violations.....	15
Inattentive Driving.....	01
Operate Left of Center.....	03
TOTAL	169

In addition to the preceding arrests, the Department conducted a total of 430 traffic stops during the month and logged 135 violations for various motor vehicle defects and local ordinances and issued 116 written warnings for those violations. A total of 06 parking tickets were issued for parking violations throughout the city.

Traffic Accidents

The Department, during the month, investigated a total of 09 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)	07
D. Motor Vehicle Accidents Involving Property Damage..... less than \$1,000.00	02
TOTAL	09

Police Service Calls

Department members handled 383 service calls during the month. These calls consist of both citizen requests for police service as described below, crimes investigated, traffic accidents investigated, Wisconsin Probation and Parole Assists and service needs initiated by officers on patrol.

A. Traffic and Road Incidents.....	60
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.....	04
These complaints involve private parties, licensed liquor establishments, and parties in public places.	
C. Sick and Injured Persons.....	12

Assistance rendered to the Ambulance Service and sick or injured persons. (Of these calls 00 required the commitment of citizens to a Mental Health Facility for mental or substance abuse problems.)

D. Alarms08

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 Animals19

Investigation by officers of noisy animals, loose animals, animal bites, wild animals, and sick, injured or dead animal complaints.

F. Civil Disputes01

Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.

G. Escorts07

Transporting citizens, money escorts for area financial institutions, funerals, and for area industry.

H. Civil Assistance Rendered13

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 Agencies05

Includes assistance to other law enforcement and government agencies.

J. Suspicious Person16

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 Vehicles09

Complaints of occupied, unoccupied, abandoned, and junked motor vehicles.

L. Liquor Establishments01

Complaints of problems with patrons.

M. Fights or Brawls02

Complaints of persons fighting where no criminal arrests were made.

N. Self-Initiated Field Activity 44

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.....06

Requests for police service that strictly involve property calls and all unfounded calls for police service. The calls vary from mischief to family problems to runaway situations.

P. Miscellaneous Incidents.....80

Includes arrest warrants served, recovered property calls, and all unfounded calls for police service. This category includes unfounded 9-1-1 calls investigated by Department members during the month.

Q. Welfare Checks.....12

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

R. Gas Drive Off.....01

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 383

Department Mileage and Fuel Consumption

Department members patrolled a total of 14,331 miles with department vehicles, consuming 1,432 gallons of fuel. The fleet averaged 10.0 miles per gallon of fuel during the month.

Department Training

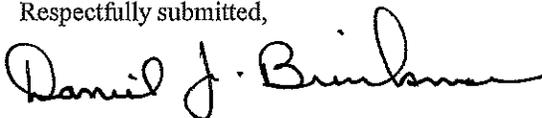
April continued to be a busy month for department training. This month, 15 officers completed a total of 84 hours of training in a number of law enforcement topics. 11 officers completed 4 hours of training in Legal Update and Report Writing conducted at NWTC in Sturgeon Bay. Officers Steve South and Chad Mielke provided monthly training to 6 members of the Lakeshore Police Explorers, Post 9368.

Public Education

Officer Kourtney Krahn gave her sexual assault survivor presentation to students at Gibraltar High School, Northwest Journey Counseling Group in Green Bay, and Green Bay Preble High School. WFRV Channel 5 in Green Bay covered her presentation at Green Bay Preble High School and interviewed Officer Krahn.

Officer Steve Meisner gave a tour of the police department to 10 Boy Scouts and also discussed with them stranger danger, gun safety and the proper use of the 911 system.

Respectfully submitted,



Captain Daniel J. Brinkman

BEVERAGE OPERATOR LICENSES

1. Alberts, Amy L.
2. Beattie, Lindsay M.
3. Brunette, Michelle M.
4. Carstens, Peggy L.
5. Ceranski, Jane E.
6. DeVault, Ashley J.
7. Duerst, Mavis L.
8. Fuller, Dale D.
9. Gallenberger, Aimie L.
10. Gerdmann, Swanee M.
11. Guidinger, Gary A.
12. Gunnlaugsson, Lori A.
13. Holtz, David A.
14. Kessler, Valerie L.
15. Knaapen, Jane C.
16. Krueger, Chris M.
17. LaLuzerne, Tyler L.
18. Lieske, Diane M.
19. McCrimmon, Dillion J.
20. Miller, Susan E.
21. Minten, Morgan B.
22. Nelson, Benjamin B.
23. Nessinger, Jessica M.
24. Nicks, Jared D.
25. Olson, Sarah J.
26. O'Rourke, Sean D.
27. Polster, Steven G.
28. Potts, Gregory O.
29. Rodriguez, Dagoberto
30. Ross, Devon E.
31. Rush, Staci A.
32. Soukup, Pauline J.
33. Sperber, Nicole L.
34. Sternard, Hannah R.
35. VanDenBogart, Thomas M.
36. Vandertie, Danny M.
37. Waters, Jamie L.
38. Wiegand, Kate L.
39. Wilson, Jessica L.

TEMPORARY CLASS B BEER AND CLASS B WINE LICENSES

Sturgeon Bay Jaycees
Agent : Jamie Kerscher
Sunset Park – Fine Art Fair
Sturgeon Bay, WI 54235
May 25 – 26, 2013

Forestville-Maplewoods Lion Club
Agent: Chuck Wagner
Lions Club Stand – Door County Fair Grounds
Sturgeon Bay, WI 54235
July 31 – August 4, 2013

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the two easements subject to the changes recommended by the City Attorney.

Respectfully submitted,
FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Joseph Stutting, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: April 30, 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: Easements for Relocated WPS Gas Line

Background: The City reached an agreement with Wisconsin Public Service Corporation to relocate the natural gas transmission line that runs diagonally through the future Industrial Park expansion land that the City recently purchased from Roger Anderson. The relocation will facilitate the ability to develop the land for industrial buildings. The new route follows the east side of Neenah Avenue. In order to relocate the pipeline, easements are required from property owners along the route. The easement is a 12-foot strip immediately abutting the street right-of-way. The City owns two lots along the route, so two easements are needed. Because the easements are part of the gas line relocation agreement between the City and WPS, compensation is not being offered by WPS.

The two lots impacted by the new easement are the water tower lot adjacent to Hatco and the vacant lot at the corner of Jib Street and Neenah Avenue. Neither lot is negatively impacted by the easements since the location is within the building setback area. The easement area could still be used for driveways, parking, landscaping and other non-building improvements. Therefore, the benefit of relocating the gas line out of the recently purchased Anderson land easily outweighs the slight negative impact to the two parcels.

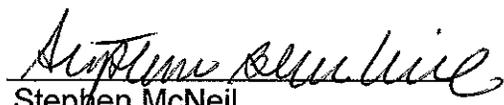
Finance Committee Action: The Finance Committee reviewed the proposed easements on April 30th and unanimously recommended approval subject to revisions recommended by the City Attorney.

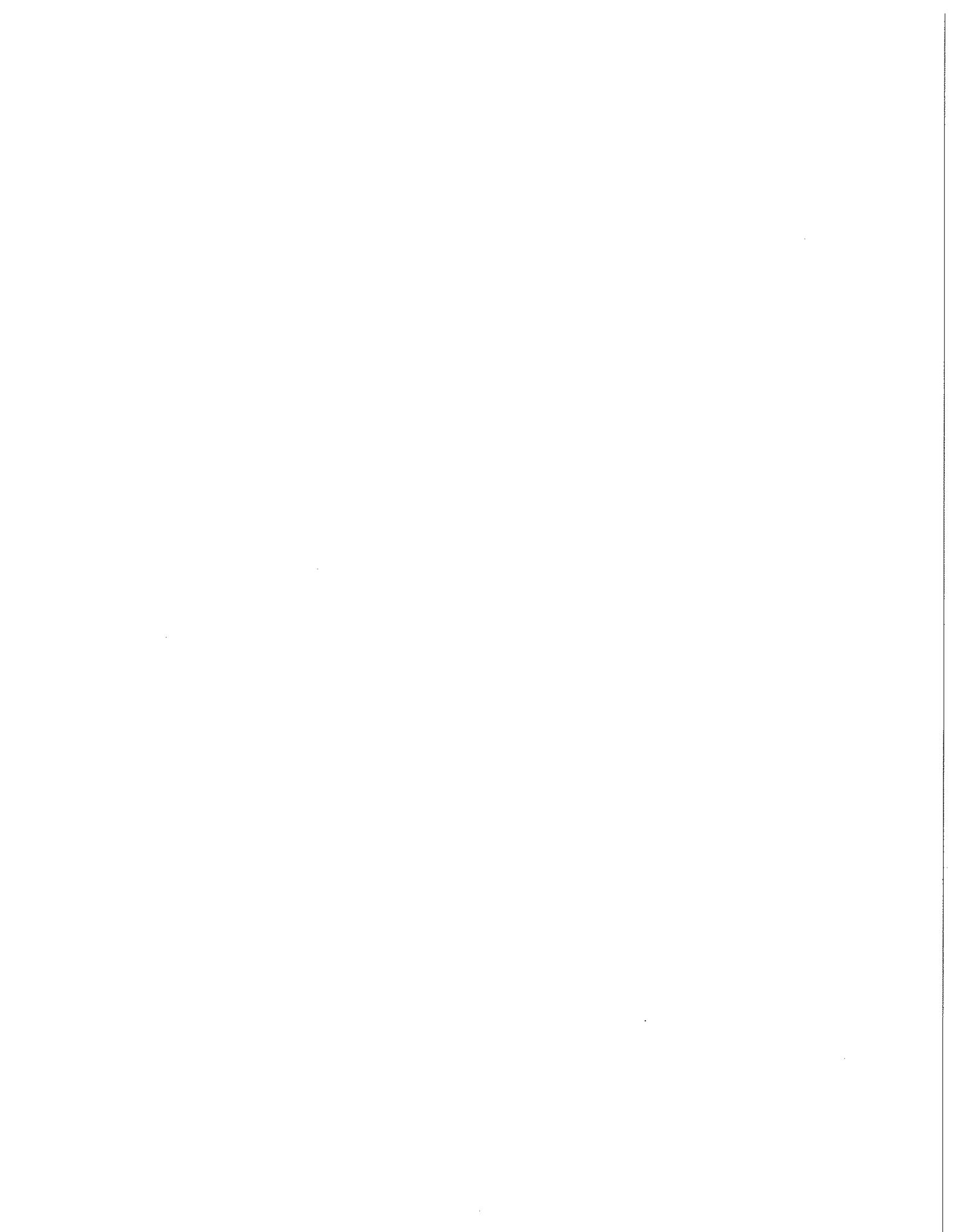
City Attorney Review: The City Attorney had a concern with provisions relating to liability to future damages to the pipeline. He redrafted this portion, which has been accepted by WPS and is incorporated into the two easements before the Council.

Fiscal Impact: None. The costs for drafting and recording the easements are being borne by WPS.

Recommendation: Approve the two easements.

Prepared by:  5-16-13
Martin Olejniczak / Date
Community Development Director

Reviewed by:  5/17/13
Stephen McNeil / Date
City Administrator



	DOCUMENT NUMBER
--	-----------------

GAS MAIN EASEMENT

THIS INDENTURE, made this ____ day of _____, 20___, between **City of Sturgeon Bay**, a Municipal Corporation, hereinafter called "Grantor" for One and no/100 dollars (\$1.00) and/or other valuable consideration to it paid by **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, hereinafter called "Grantee", receipt whereof is hereby acknowledged, does hereby grant unto said Grantee, its successors and assigns, the perpetual right, permission, authority, privilege and easement, to lay, maintain and use for the distribution and/or transmission of natural gas in a line laid under and along certain easement areas as shown below, or on attached Exhibit "A", on land owned by said Grantor in the **City of Sturgeon Bay, County of Door, State of Wisconsin**, described as follows, to-wit:

Part of Lot 5 according to the recorded plat Whitford's First Addition to the Sturgeon Bay Industrial Park.

The easement area described as follows:

The west 12 feet of the above described parcel lying east of and adjacent to the east line of South Neenah Avenue.

Also

A Temporary Construction Easement for an additional 10 feet in width beyond the easement rights granted herein to be used during the installation of the gas line. These rights expire after the project has been completed and the Grantor's property has been properly restored.

The Grantee does herewith agree to the following conditions and privileges granted herein:

1. To pay, in addition to the consideration paid for this easement, for any and all damages to said premises occurring at any time in exercising the rights acquired herein. Damage payments shall not include trees growing within the right-of-way, or branches of trees growing outside the right-of-way that are encroaching within the right-of-way.
2. That it will refill the trench in which said main is laid, promptly and properly tamp the same and restore the surface of the ground, and if the Grantee shall at any future time open said trench for the purpose of repairing, renewing or removing said main, it will, as soon as said work is done, restore the surface of the ground and that all work performed by the Grantee on said land will be performed in a proper work-manlike manner, and that during the progress of the work, the Grantee will properly safeguard said trench.

Recording Data

Return to: Wisconsin Public Service Corp. Real Estate Dept. P.O. Box 19001 Green Bay, WI 54307-9001

Parcel Identification Number
281-72-182726005

3. That it will construct the line as specified in PSC135 of the Wisconsin Administrative Code and the Wisconsin Gas Code.

4. Grantee shall indemnify hold Grantor harmless from and against any liability associated with Grantee's use or occupation of the Easement Area, except where such liability arises from the negligence or willful misconduct of Grantor.

The Grantor does grant to the Grantee the following rights and privileges as follows:

1. The right to enter upon the easement described above for the purpose of laying, patrolling, repairing, renewing, or removing said main and to do any and all other such acts as necessary in the proper installation, maintenance, safeguarding and operation of said main.

2. The right to go upon the Grantor's property outside of the easement right-of-way for the purpose of gaining access to the right-of-way in the event direct access to the right-of-way is not possible. The Grantee shall notify the Grantor, when possible, before going upon the Grantor's property, except in the event of an emergency.

3. The right, from time to time, to control all brush and trees within the easement and right-of-way area by cutting, trimming, chemically treating and/or other means as determined by the Grantee.

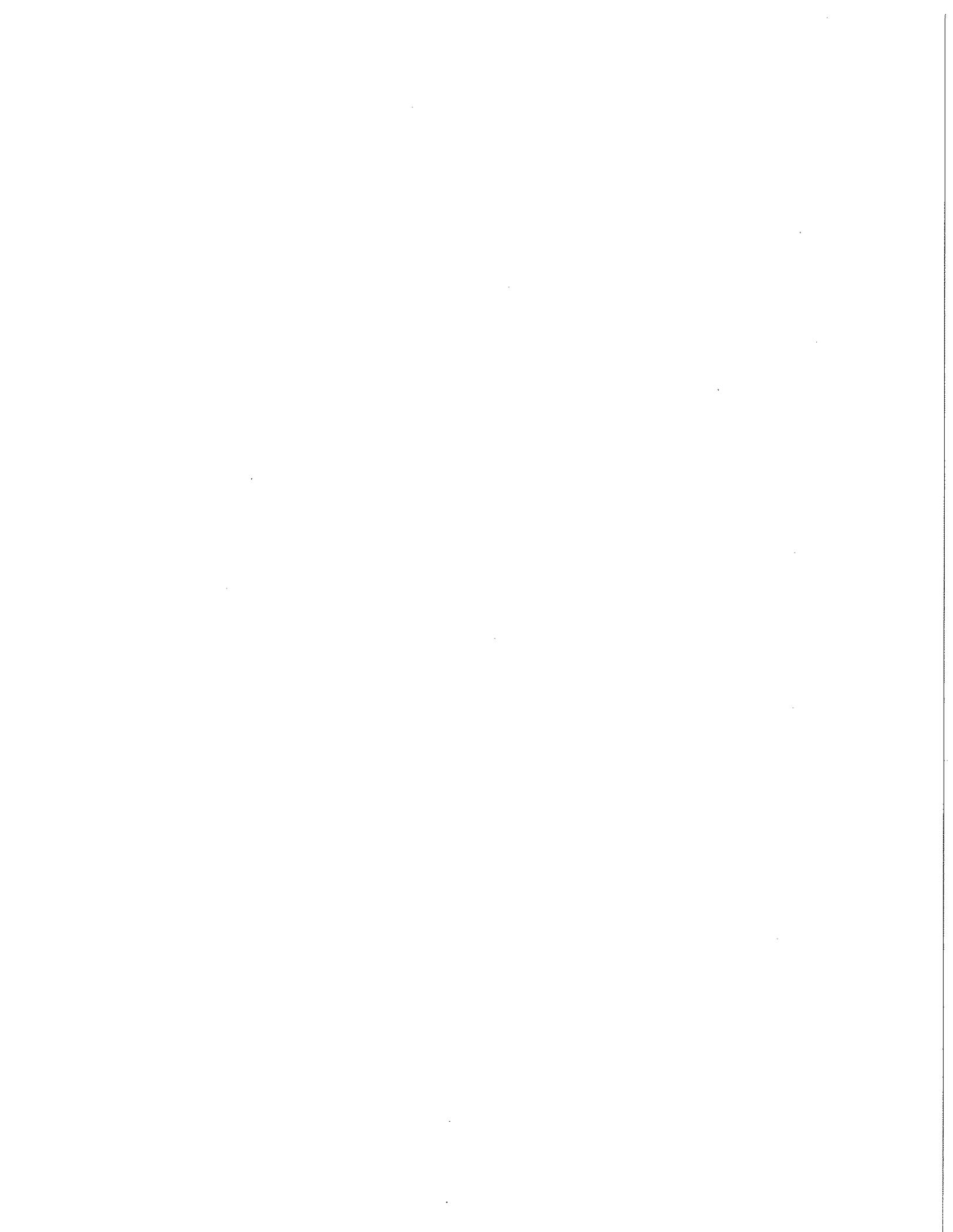
The Grantor does herewith further agree:

1. That, within the limits of the easement, it will not construct any building, allow any improvement to be placed or lower the now existing grade more than 4 inches without first securing the prior written consent of the Grantee. This agreement is to insure the conformance of the use of the easement with the Wisconsin Gas Safety Code and the Grantee's construction standards.

2. In the event any improvement or installation made by the Grantee in the area of the easement described herein shall be damaged or destroyed through the act or neglect of Grantor, Grantor's successor in title, agent, employee and/or any party in possession of the real property subject to the easement herein granted, as the case may be, the owner of the easement parcel shall reimburse the Grantee to the full extent of the Grantee's total cost of repair or replacement of said damage. Such sum shall be limited so as not to exceed the municipal statutory limited liability limit while the owner is the City of Sturgeon Bay, as this agreement shall not be interpreted to way municipal immunity of the City of Sturgeon Bay.

This agreement shall be binding on the parties hereto, and their heirs, personal representatives, successors and assigns.

The parties agree and understand that certain parts of this form of easement may not be appropriate to the particular circumstances as concerns the Grantor's property and that certain clauses may have been deleted in order to conform the form to the particular circumstances and that this document is executed in duplicate, the Grantee's copy having been recorded and the Grantor's copy having been retained by the Grantor.



	DOCUMENT NUMBER
--	-----------------

GAS MAIN EASEMENT

THIS INDENTURE, made this ____ day of _____, 20____, between **City of Sturgeon Bay**, a Municipal Corporation, hereinafter called "Grantor" for One and no/100 dollars (\$1.00) and/or other valuable consideration to it paid by **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, hereinafter called "Grantee", receipt whereof is hereby acknowledged, does hereby grant unto said Grantee, its successors and assigns, the perpetual right, permission, authority, privilege and easement, to lay, maintain and use for the distribution and/or transmission of natural gas in a line laid under and along certain easement areas as shown below, or on attached Exhibit "A", on land owned by said Grantor in the **City of Sturgeon Bay, County of Door, State of Wisconsin**, described as follows, to-wit:

That portion of Subdivision 74 of the City of Sturgeon Bay also being the Southeast Quarter of the Northeast Quarter (SE1/4-NE1/4) of Section 18, Township 27 North, Range 26 East described as follows: Commencing at the Northwest corner of said Subdivision 74; thence S 00° 43' 13" W along the westerly line of Subdivision 74, 685.00 feet; thence N 90° 00' 00" E, parallel with the north line of said Subdivision 74, 30.00 feet to the easterly right-of-way line of S. Neenah Avenue; thence S 00° 43' 13" W along the easterly right-of-way line of S. Neenah Avenue, 240.00 feet to the POINT OF BEGINNING; thence N 90° 00' 00" E, 185.00 feet; thence S 00° 43' 13" W, 60.00 feet; thence S 90° 00' 00" W, 185.00 feet to the easterly right-of-way line of S. Neenah Avenue; thence N 00° 43' 13" E, 60.00 feet to the POINT OF BEGINNING.

The easement area described as follows:

The Westerly 12 feet of the above described parcel.

Also:

A Temporary Construction Easement for an additional 10 feet in width beyond the easement rights granted herein to be used during the installation of the gas line. These rights expire after the project has been completed and the Grantor's property has been properly restored

Recording Data

Return to: Wisconsin Public Service Corp. Real Estate Dept. P.O. Box 19001 Green Bay, WI 54307-9001

Parcel Identification Number
281-64-74000107

The Grantee does herewith agree to the following conditions and privileges granted herein:

1. To pay, in addition to the consideration paid for this easement, for any and all damages to said premises occurring at any time in exercising the rights acquired herein. Damage payments shall not include trees growing within the right-of-way, or branches of trees growing outside the right-of-way that are encroaching within the right-of-way.

2. That it will refill the trench in which said main is laid, promptly and properly tamp the same and restore the surface of the ground, and if the Grantee shall at any future time open said trench for the purpose of repairing, renewing or removing said main, it will, as soon as said work is done, restore the surface of the ground and that all work performed by the Grantee on said land will be performed in a proper work-manlike manner, and that during the progress of the work, the Grantee will properly safeguard said trench.

3. That it will construct the line as specified in PSC135 of the Wisconsin Administrative Code and the Wisconsin Gas Code.

4. Grantee shall indemnify hold Grantor harmless from and against any liability associated with Grantee's use or occupation of the Easement Area, except where such liability arises from the negligence or willful misconduct of Grantor.

The Grantor does grant to the Grantee the following rights and privileges as follows:

1. The right to enter upon the easement described above for the purpose of laying, patrolling, repairing, renewing, or removing said main and to do any and all other such acts as necessary in the proper installation, maintenance, safeguarding and operation of said main.

2. The right to go upon the Grantor's property outside of the easement right-of-way for the purpose of gaining access to the right-of-way in the event direct access to the right-of-way is not possible. The Grantee shall notify the Grantor, when possible, before going upon the Grantor's property, except in the event of an emergency.

3. The right, from time to time, to control all brush and trees within the easement and right-of-way area by cutting, trimming, chemically treating and/or other means as determined by the Grantee.

The Grantor does herewith further agree:

1. That, within the limits of the easement, it will not construct any building, allow any improvement to be placed or lower the now existing grade more than 4 inches without first securing the prior written consent of the Grantee. This agreement is to insure the conformance of the use of the easement with the Wisconsin Gas Safety Code and the Grantee's construction standards.

2. In the event any improvement or installation made by the Grantee in the area of the easement described herein shall be damaged or destroyed through the act or neglect of Grantor, Grantor's successor in title, agent, employee and/or any party in possession of the real property subject to the easement herein granted, as the case may be, the owner of the easement parcel shall reimburse the Grantee to the full extent of the Grantee's total cost of repair or replacement of said damage. Such sum shall be limited so as not to exceed the municipal statutory limited liability limit while the owner is the City of Sturgeon Bay, as this agreement shall not be interpreted to way municipal immunity of the City of Sturgeon Bay.

This agreement shall be binding on the parties hereto, and their heirs, personal representatives, successors and assigns.

The parties agree and understand that certain parts of this form of easement may not be appropriate to the particular circumstances as concerns the Grantor's property and that certain clauses may have been deleted in order to conform the form to the particular circumstances and that this document is executed in duplicate, the Grantee's copy having been recorded and the Grantor's copy having been retained by the Grantor.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed in its corporate name by its proper officers duly authorized and its corporate seal to be hereunto affixed the day and year first above written.

City of Sturgeon Bay

Corporate Name

Sign Name

Print Name & Title

Sign Name

Print Name & Title

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 20____, the above named _____ its _____ and _____ its _____ of the above-named Corporation, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed and delivered the same as and for the act and deed of said Corporation.

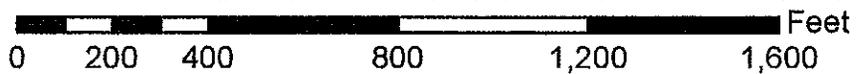
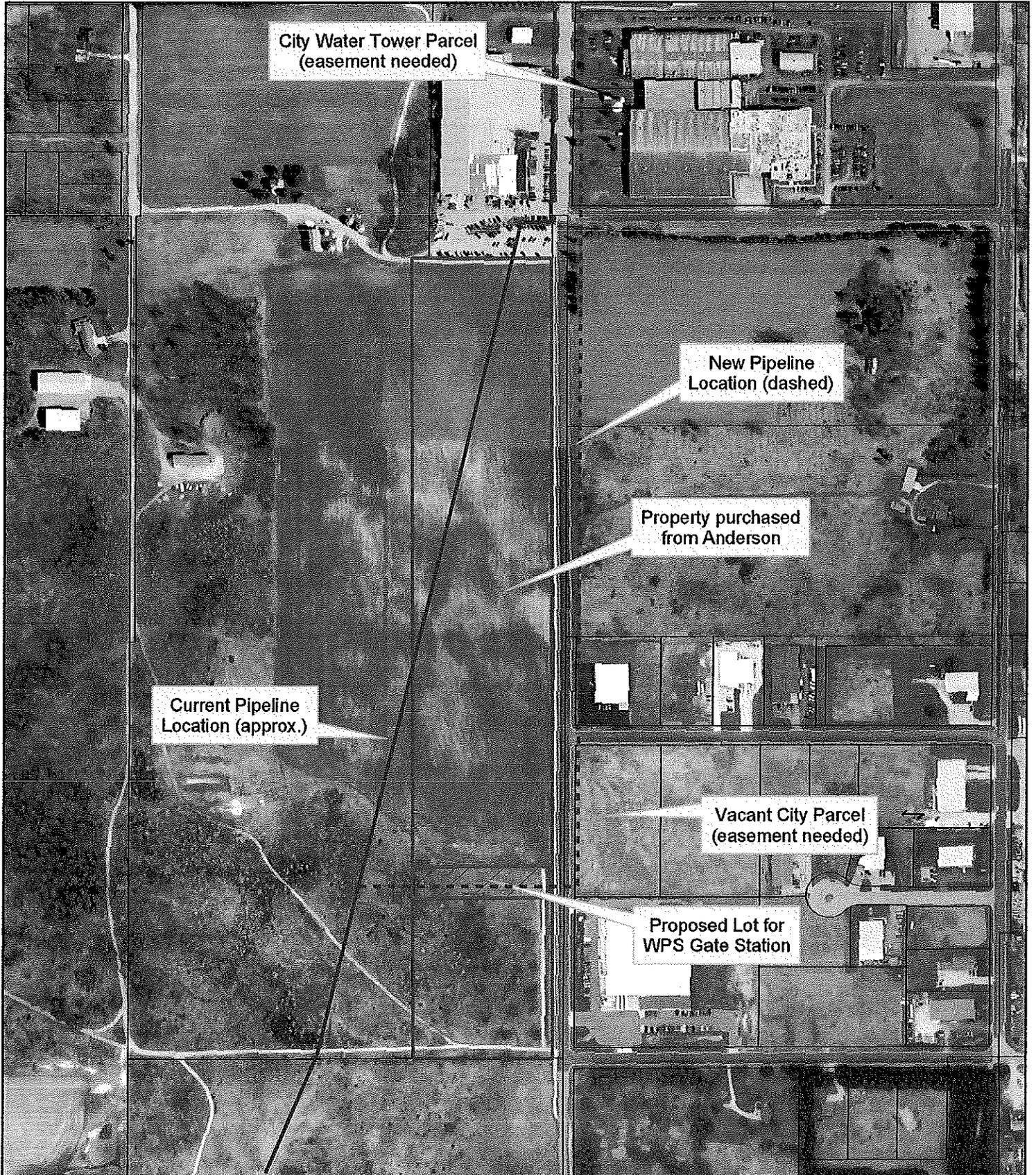
Notary Public, State of _____

My Commission Expires: _____

This instrument drafted by: DE Mathys

IFRIS No. 033
Location - Sturgeon Bay

WPS relocation of gas line



April 25, 2013

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the certified survey map, subject to the conditions contained in the attached staff CSM review letter dated 4/22/13.

Respectfully submitted,
FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Joseph Stutting, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: April 30, 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: Certified Survey Map for WPS Gate Station

Background: The City reached an agreement with Wisconsin Public Service Corporation to relocate the natural gas transmission line that runs diagonally through the future Industrial Park expansion land that the City recently purchased from Roger Anderson. The relocation will facilitate the ability to develop the land for industrial buildings. As part of the deal, the City agreed to provide a new site for WPS's gate station. Originally, a portion of the City-owned lot at the southeast corner of Neenah Avenue and Jib Street was to be used. However, that site negatively impacted a prime industrial lot and was more expensive to implement. So, the proposed location for the gate station is now located across Neenah Avenue on a portion of the land just purchased. A certified survey map (CSM) is required to create the lot for WPS. As owner of the property, the Common Council must approve the CSM.

The CSM was completed by Baudhuin Inc. The proposed lot for WPS is 100 feet wide and 42,816 square feet. It is just off the edge of the tilled area so as to not impact the City's agreement with Roger Anderson to let him continue farming. The location of the WPS lot still provides space for a good sized industrial lot to the south of the WPS lot. To the north is the bulk of the land purchased from Anderson. This area will eventually be further divided as new industrial development is proposed in the future.

Staff reviewed the CSM and identified a few corrections and changes, including dedicating the southern edge of the CSM for street right-of-way for the eventual extension of Leeward Street. This future street is identified on the City's adopted Official Map. The revised CSM before the Council includes all the requested changes.

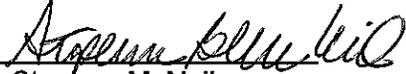
Fiscal impact: None. The cost of preparing the CSM is being covered by WPS.

Finance Committee Action: The Finance Committee unanimously recommended approval, subject to the conditions contained in the staff CSM review letter. Those changes have been made by the surveyor and the revised CSM is now ready for final action by the Council.

Recommendation: Approve the CSM.

Prepared by: 
Martin Olejniczak
Community Development Director
Date: 5-16-13

Reviewed by: 
Tony Depies
City Engineer
Date: 5-16-13

Reviewed by: 
Stephen McNeil
City Administrator
Date: 5-17-13



Stock No. 26273

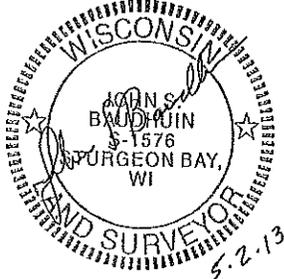
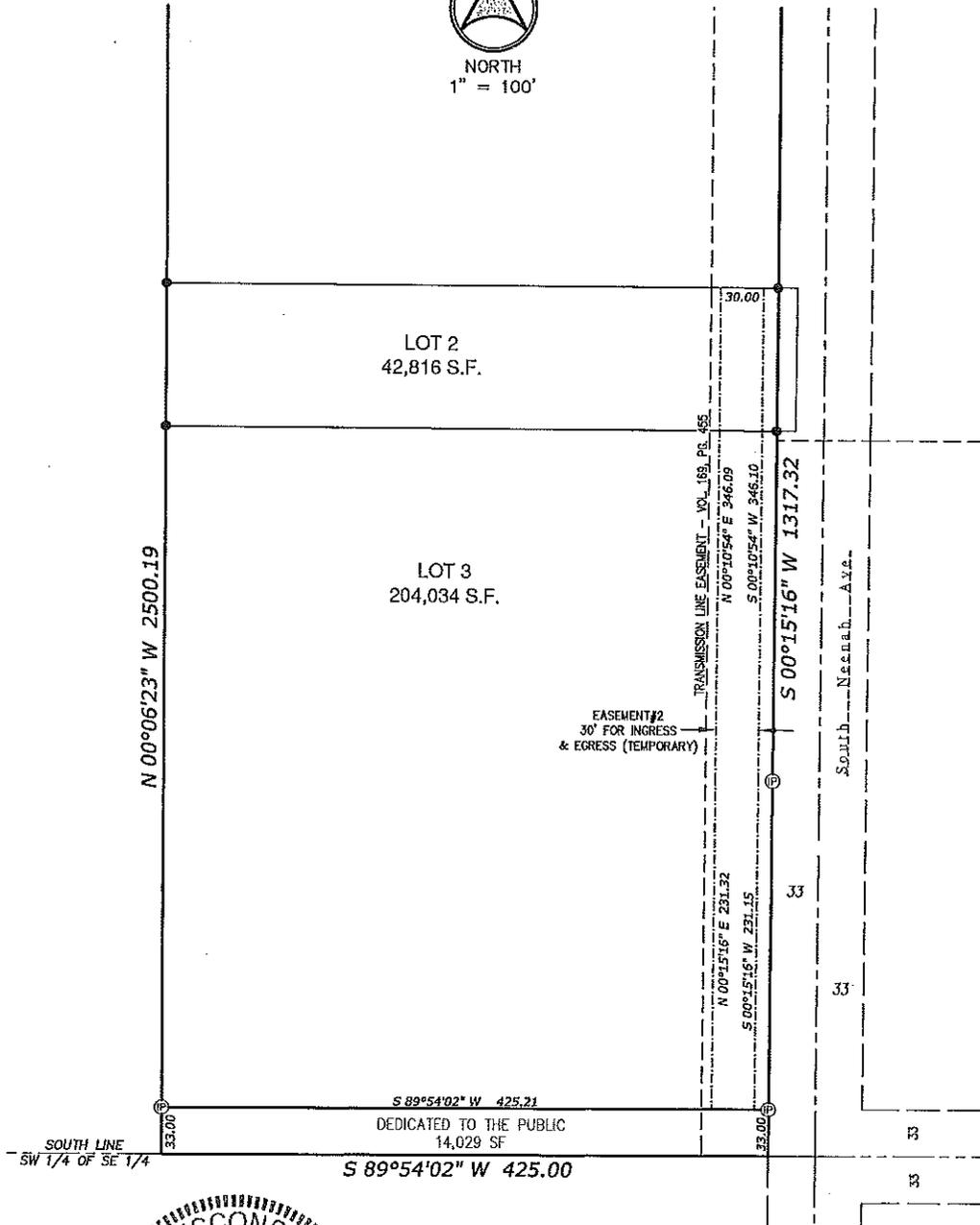
CERTIFIED SURVEY MAP

LOCATED IN:

NW 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 18 (also known as Subdivisions 66 & 67 (respectively)), all in Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, Wisconsin



NORTH
1" = 100'





Stock No. 26273

CERTIFIED SURVEY MAP

LOCATED IN:

NW 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 18 (also known as Subdivisions 66 & 67 (respectively)), all in Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, Wisconsin

SURVEYOR'S CERTIFICATE:

I, John S. Baudhuin, Registered Land Surveyor for Baudhuin Incorporated, under the direction of the City of Sturgeon Bay do hereby certify that we have surveyed, divided and mapped the following described parcel:

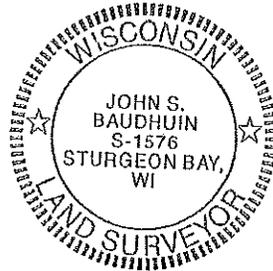
A parcel of land located in the NW 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 18 (also known as Subdivisions 66 & 67 (respectively)), all in Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, Wisconsin. Bounded and described as follows:

Commencing at the SE corner of Lot 1 of C.S.M. No. 2670 as recorded at Vol. 16 of Certified Survey Maps as Document No. 755470, said corner also being the point of beginning of lands to be described and on the westerly right of way line of South Neenah Avenue; thence S. 00°20'44" E., 1182.34 feet along said westerly right of way line; thence continuing S. 00°15'16" W., 1317.32 feet along said right of way line to the south line of said Subdivision 67 (SW 1/4 of the SE 1/4 of Section 18-27-26); thence leaving said westerly right of way line, S. 89°54'02" W., 425.00 feet along said south line; thence N. 00°06'23" W., 2500.19 feet; thence N. 89°58'37" E., 428.37 feet to the point of beginning. Said parcel contains 1,075,812 square feet.

Also, I have fully complied with the requirements of chapter 236.34 of the Wisconsin Statutes and the Subdivision Regulations of the City of Sturgeon Bay. I further certify that the attached map is a true representation of said property and correctly shows the exterior boundaries and correct measurements thereof.

Dated: 5-2-13


John S. Baudhuin S-1576





Stock No. 26273

CERTIFIED SURVEY MAP

LOCATED IN:

NW 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 18 (also known as Subdivisions 66 & 67 (respectively)), all in Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, Wisconsin

OWNER'S CERTIFICATE:

As owners, we, the City of Sturgeon Bay, do hereby certify that we have caused the land depicted on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map.

Dated: _____

Thad Birmingham
Mayor

Dated: _____

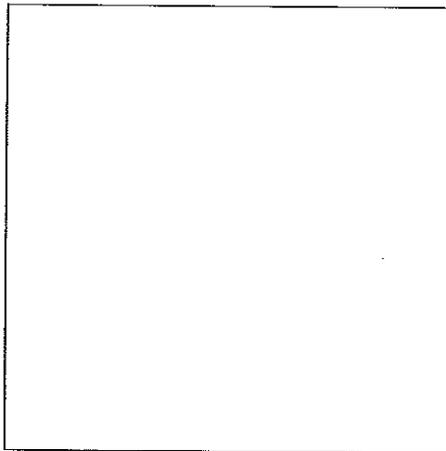
Stephanie Reinhardt
City Clerk

PLANNING COMMISSION CERTIFICATE:

This certified survey map has been submitted and approved in accordance with Chapter 21 of the Sturgeon Bay Municipal Code.

Dated: _____

Martin Olejniczak
Community Development Director



DOOR COUNTY REGISTER OF DEEDS

VP

Martin Olejniczak, AICP
Community Development Director
421 Michigan Street
Sturgeon Bay, WI 54235



Phone: 920-746-2910
Fax: 920-746-2905
E-mail: molejniczak@sturgeonbaywi.org
Website: www.sturgeonbaywi.org

MEMO

TO: John Baudhuin
FROM: Marty Olejniczak, Community Development Director
DATE: April 22, 2013
SUBJECT: CSM for City of Sturgeon Bay

The City has reviewed the Certified Survey Map that Baudhuin Inc. completed to divide property owned by the City of Sturgeon Bay along the west of Neenah Avenue. The following changes must be made to the CSM:

1. The Ahnapee Trail runs along the northern edge of the subject property. If there is an existing recorded easement for the trail through this area, it should be shown on the CSM. However, if there is no recorded easement currently, there is no need to create one at this time.
2. The last bearing in the legal description different from the map. One or the other should be corrected.
3. The existing electrical transmission easement along Neenah Ave should be shown on the CSM.
4. The southern 33 feet of the subject property should be dedicated for street right-of-way. This is the north half of the future extension of Leeward Street.
5. The 30-ft ingress & egress easement along the south part of the CSM should be removed. The dedication of the street resolves the need for ingress/egress at this location.
6. The 30-ft ingress & egress easement that runs north-south through Lots 2 and 3 should be relabeled "temporary 30' ingress & egress easement". Add a note regarding the parameters of the temporary easement. The wording for this note will be provided by the city attorney.
7. There may be an existing easement for fiber optics along or near the south line of the CSM. If such easement impacts the subject property, it should be shown on the CSM.
8. In the owner's certificate, change the signature line to Stephanie Reinhardt, City Clerk and also add a second signature line for Thad Birmingham, Mayor.

Because the city is the owner, the Council needs to approve the CSM. This is expected to occur on May 7th.

6h.

RECOMMENDATION

6h.

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Joint Park and Recreation Committee/Board, hereby recommend transferring \$3,000 from account 01-199-000-58950 to account 01-510-000-58999 to contribute to the Maritime Museum Sign

PARKING & TRAFFIC COMMITTEE

By: Dan Wiegand, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 1, 2013

Introduced by _____

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

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

Executive Summary

Title: Contribution for Maritime Sign

Background:

The Maritime Museum has been pursuing the placement of an LED lighted reader board on city property. They have gone through all city departments for approvals and have received them. They are now looking for partners to help offset the cost of the sign. The museum will be applying for grant monies but the more partners they have the stronger the application will be. The projected cost of the sign is \$35,000.00 and they are asking the city to contribute \$3000.00. In return for this contribution the city will be able to display all city events, including: concerts, movies, road closures, park activities etc.

Fiscal Impacts:

\$3000.00

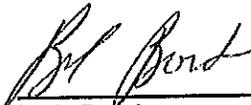
Options:

- 1) Contribute \$3000.00 to Maritime Museum reader board
- 2) Do not become a monetary partner with Maritime Museum on this project

Recommendation:

Staff recommends transferring \$3000.00 from account # 10-199-000-58950 contingency to account # 10-510-000-58999 miscellaneous contractual. This is a non-budgeted item and will require a ¾ vote by the council.

Prepared By:

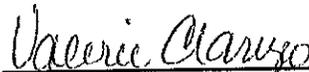


Bob Bordeau
Municipal Services Director

Date:

4/18/13

Reviewed By:

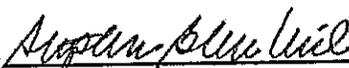


Valerie Clarizio
Finance Director/City Treasurer

Date:

4/18/13

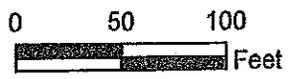
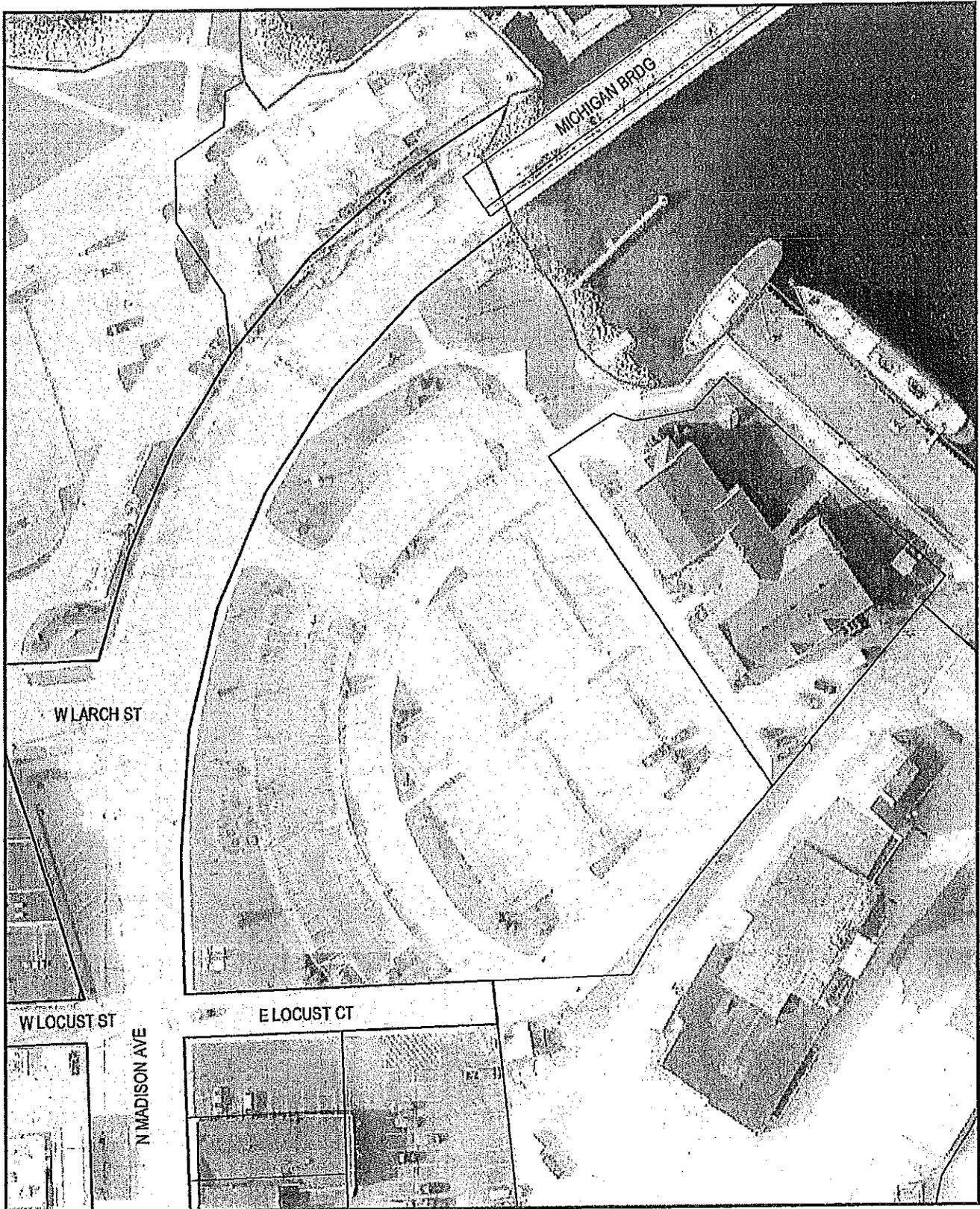
Reviewed By:

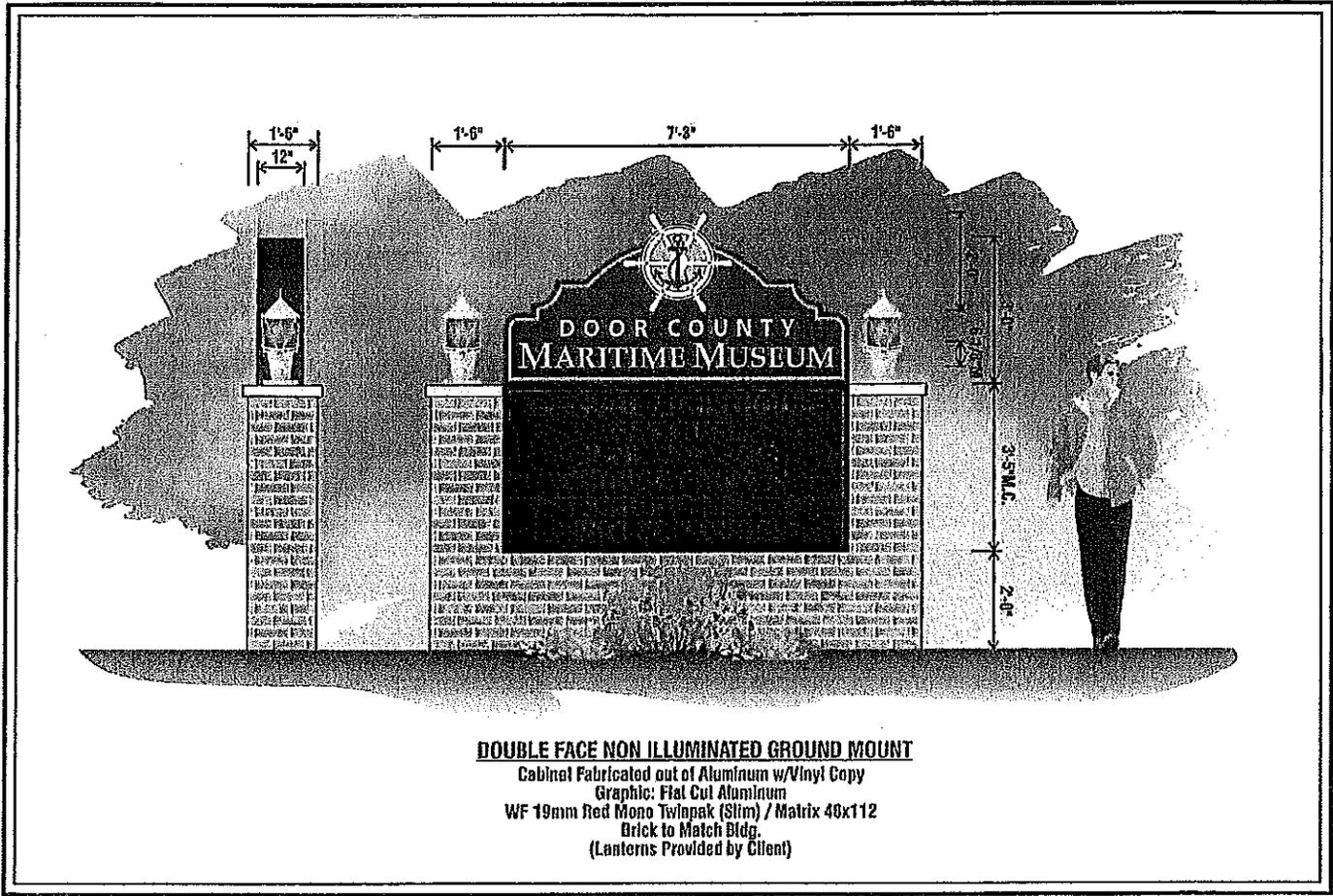


Steven McNeil
City Administrator

Date:

4/18/13





DOUBLE FACE NON ILLUMINATED GROUND MOUNT
 Cabinet Fabricated out of Aluminum w/Vinyl Copy
 Graphic: Flat Cut Aluminum
 WF 19mm Red Mono Twmpak (Slim) / Matrix 40x112
 Brick to Match Bldg.
 (Lanterns Provided by Client)

ORDE Sign & Graphics 1825 Klumbe Drive # 020.339.4800 Du Pont, WI 54116 # 020.339.4811 WWW.ORDSIGN.COM	DESIGN #: 12706 CLIENT: DOOR COUNTY MARITIME MUSEUM ADDRESS: WAUNGEON MAJ, WI DATE: APRIL 19, 2018 SCALE: 3/4" = 1'-0"	DESIGN STAGE: <input type="checkbox"/> CONCEPTUAL <input checked="" type="checkbox"/> FINAL ITEMS NEEDED PRIOR TO FABRICATION: <input type="checkbox"/> FIELD SURVEY/MEASUREMENTS REQUIRED <input type="checkbox"/> COMPUTER FILE OF LOGO REQUIRED <input checked="" type="checkbox"/> COLOR LINK TO BE OBTAINED	APPROVAL: WITH APPROVAL OF THIS SIGN I HEREBY GIVE ORDE SIGN & GRAPHICS, INC. PERMISSION TO BEGIN PRODUCTION ON THIS SIGNAGE ILLUSTRATED. I AGREE THAT ALL PREPARATIONS, FINISHES, COLORS AND ELEVATIONS SHOWN ARE CORRECT AND APPROVED. ANY CHANGES MADE AFTER PRODUCTION HAS STARTED WILL RESULT IN ADDITIONAL CHARGES.	THE SIGNERS OF:
	DESIGNER: JULIE MAROHL CONSULTED BY: REVISION BY: DATE:	CLIENT SIGNATURE: _____ POSITION/TITLE SIGNATURE: _____ DATE: 04/18		

© COPYRIGHT 2018, BY ORDE SIGN & GRAPHICS, INC.
 ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM ORDE SIGN & GRAPHICS, INC.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend to approve the Door County Emergency Medical Responder Mutual Aid Agreement.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 9, 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: Consideration of the Door County Emergency Medical Responder, (EMR) Mutual Aid Agreement.

BACKGROUND: A mutual aid agreement has been drafted for review for each of the eleven EMR groups in Door County. This agreement essentially dictates that each group must cover their own employees for workers compensation and liability should they respond outside of their jurisdiction. It also identifies that there will be no other cost associated if mutual aid is received from another EMR group such as wages and supplies. This agreement is similar to the Door County Fire Mutual Aid Agreement that has been in affect for many years

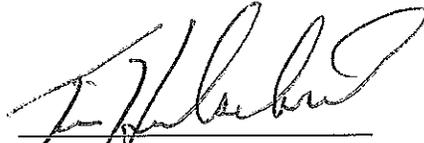
This would be a valuable agreement should a mass casualty incident occur in our area to insure timely treatment of the injured.

City Attorney Nesbitt has reviewed, revised this agreement and now agrees with the terms and conditions of the contract.

FISCAL IMPACT: None

RECOMMENDATION: Approve the EMR Mutual Aid agreement and send it to Council for consideration.

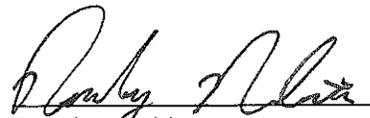
PREPARED BY:



Tim Herlache
Fire Chief

4/29/13
Date

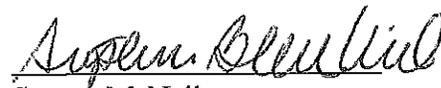
REVIEWED BY:



Randy Nesbit
City Attorney

4/29/13
Date

APPROVED BY:



Steven McNeil
City Administrator

4/29/13
Date

DOOR COUNTY

EMR / FIRST RESPONDER

Automatic and Mutual Aid Agreement

In order to provide more efficient, more cooperative, and more rapid EMS care, the EMR/First Responder Departments listed below and their respective municipalities enter into an Automatic and Mutual Aid Agreement [“Agreement”].

Definitions

Service Director: The individual recognized by the State of Wisconsin, Department of Health Services, as having the authority to act on behalf of the individual First Responder / EMR groups.

Home Department: The First Responder / EMR group with whom the individual responder shows affiliation as indicated in the Wisconsin Department of Health Services data base. In the event the responder shows more than one affiliation, the *Home Department* shall be the individual’s primary EMR / First responder group.

Host Department: The First Responder / EMR group that has the responsibility to provide service based on the call’s geographic location as indicated in the Wisconsin Department of Health Services Data Base maps.

Automatic Aid: Assistance, aid, and/or help provided by one or more first responders to a location or locations outside of his/her/their normal operating geographic boundaries. In addition, assistance, aid and/or help are provided automatically without special request or notification by the Host Department.

Mutual Aid: Assistance, aid and/or help provided by one or more first responders to a location or locations outside of his/her/their normal operating geographic boundaries. In addition, assistance, aid, and/or help are provided on and after a request to respond by the Host Department.

First Responder: Shall refer to any Emergency Medical Responder, EMT of any level, or Paramedic who is rendering aid on a first response bases, not as part of any ambulance transport team or crew.

- 1.) This Agreement shall cover First Responders/EMS personnel who are affiliated with the entities participating in this Agreement, i.e., Towns, Villages, and fire departments, joint or otherwise organized, as well as the governmental and departmental entities themselves.
- 2.) In an effort promote the purpose of this Agreement, First Responders affiliated with the participating entities are encouraged to render Automatic Aid to those in need in any of the geographic areas included in this Agreement whenever the First Responders are able to render such assistance.
- 3.) An individual(s) responding under this Agreement shall be required to act under the direction and authority of the Host Department.
- 4.) The Host Department shall not insure any First Responder providing assistance where such assistance takes place in a geographic area of Door County outside the First Responder's normal geographic operating area.
- 5.) In the event a First Responder operating under this Agreement is hurt or otherwise injured while on the call, a claim shall be made to his/her/their Home Department's worker's compensation insurer. The First Responder shall follow the notification and reporting policy and procedures as outlined by his/her/their Home Department and insurance provider.
- 6.) It is the responsibility of each First Responder / EMR group to contract for worker's compensation coverage outside of its assigned political boundary.
- 7.) The Host Department shall not be responsible to the Home Department nor to the individual First Responder for any lost and/or damaged equipment, nor for any financial compensation for hours worked.

Washington Island

Representative Signature _____

Representatives Printed Name _____

Representative Title _____

Signature Date _____

Sister Bay & Liberty Grove

Representative Signature _____
Representatives Printed Name _____
Representative Title _____
Signature Date _____

Gibraltar

Representative Signature _____
Representatives Printed Name _____
Representative Title _____
Signature Date _____

Baileys Harbor

Representative Signature _____
Representatives Printed Name _____
Representative Title _____
Signature Date _____

Jacksonport

Representative Signature _____
Representatives Printed Name _____
Representative Title _____
Signature Date _____

Egg Harbor

Representative Signature _____
Representatives Printed Name _____
Representative Title _____
Signature Date _____

Sevastopol

Representative Signature _____

Representatives Printed Name _____

Representative Title _____

Signature Date _____

Sturgeon Bay

Representative Signature _____

Representatives Printed Name _____

Representative Title _____

Signature Date _____

Southern Door

Representative Signature _____

Representatives Printed Name _____

Representative Title _____

Signature Date _____

Brussels Union

Representative Signature _____

Representatives Printed Name _____

Representative Title _____

Signature Date _____

Gardner

Representative Signature _____

Representatives Printed Name _____

Representative Title _____

Signature Date _____

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to award the contract for the redesign of the city website to Boettcher Communications, LLC of Sturgeon Bay, WI in the amount of \$6,750.00.

Respectfully submitted,
FINANCE/PURCHASING & BUILDING
COMMITTEE
By: Joseph Stutting, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 14, 2013

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

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

EXECUTIVE SUMMARY

TITLE: REDESIGN OF CITY OF STURGEON BAY WEB SITE

BACKGROUND:

On April 16, 2013 the Common Council approved the recommendation of the Personnel Committee for the reorganization of administrative functions in the Municipal Services Department, City Administrator's office and the office of the City Clerk and Treasurer. A component of this reorganization is the development of a more interactive and user friendly web site which will provide more relevant and current information to residents. Specifically, the goals of this new web site are:

- To develop a beneficial, cost-effective, easy-to-access, searchable, interactive and architecturally sound and flexible website that supports the City's needs.
- To improve service with regular information to all users on a regular and consistent basis.
- To provide a new avenue of communication between City Officials and the general public.
- To increase efficiency and transparency when communicating to help reduce cost in other areas of operation.
- To create a website that allows multiple users in different departments to have responsibility in managing their information
- To provide a framework and architecture that will permit future expansion and the addition of new online services as the City's budget, technology needs and demand dictate
- To provide a secure site that meets emerging industry standard guidelines on privacy and accessibility

A Request for Proposals was prepared and advertised (copy attached). Specific requirements of the RFP are:

- All documents, including maps and tables, must be in a format which provides ease of viewing, printing, and downloading.
- The site must include capability for e-commerce functions, including secure online credit card purchases, verification, fulfillment and acceptance.
- The site must provide a basis for e-government transactions, such as permit applications, license renewals, facility rentals and payment of city bills, and other interactive forms.
- The system should have the capacity to track the status of applications, permits, and forms.
- The site must be secured from email harvesters.
- The web site must have the capability to maintain an archive of existing and past records, such as agendas and minutes.
- User documentation for site management and administration must be provided
- Customer support should be available to address special problems and other needs as they arise on an ongoing basis.

The City received ten (10) proposals. The City Clerk/Human Resource Director, Finance Director/City Treasurer and the City Administrator evaluated each proposal based on proposal content, price and references. Three finalists were selected. The finalists and their price are:

Boettcher Communications	Sturgeon Bay	\$ 6,750.00	12 – 16 weeks
Town Web Design	Sturgeon Bay	\$ 7,775.00	16 weeks
GovOffice	Minneapolis, MN	\$10,665.00	13 weeks

RECOMMENDATION:

City staff recommends awarding the contract for the redesign of the city web site to Boettcher Communications of Sturgeon Bay, WI in the amount of \$6,750.00

PREPARED BY: *Stephen McNeil* 5/3/13
Stephen McNeil Date
City Administrator

REVIEWED BY: *Stephanie J. Reinhardt* 5/3/13
Stephanie Reinhardt, City Clerk Date
Director of Human Resources

REVIEWED BY: *Val Clarizio* 5/3/13
Val Clarizio Date
Director of Finance/City Treasurer

CITY OF STURGEON BAY, WI
Request for Proposals
To
Upgrade City Website

The City of Sturgeon Bay is seeking the services of an experienced website design firm to redesign, develop and implement a new City website. The primary goals for the new website will include, but not be limited to, development of a beneficial, cost-effective, easy-to-access, searchable, interactive and architecturally sound and flexible website that supports the City's needs, to provide a new avenue of communication between City Officials and the general public and to provide a framework that will permit future expansion and the addition of new online services as the City's budget, technology needs and demand.

Proposals will be received at the office of the City Clerk, 421 Michigan Street, Sturgeon Bay, WI until 2:00PM, April 18, 2013.

The City of Sturgeon Bay reserves the right to reject any or all Proposals and to waive any technicality, informality or irregularity in the Proposals which are received. The City further reserves the right to award the Contract to the most responsible party whose offer is deemed in the best interest of the City.

Additional information may be obtained from the City Clerk, City of Sturgeon Bay, 421 Michigan Street, Sturgeon Bay, WI 54235 between the hours of 8:00 a.m. and 4:30 p.m. or by request at (920) 746-2900 or sreinhardt@sturgeonbaywi.org

March 26, 2013



REQUEST FOR PROPOSAL

WEBSITE REDESIGN, DEVELOPMENT,
AND IMPLEMENTATION SERVICES

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

March 26, 2013

CITY OF STURGEON BAY, WI

Request for Proposals To Upgrade City Website

The City of Sturgeon Bay is seeking the services of an experienced website design firm to redesign, develop and implement a new City website. The primary goals for the new website will include (but not be limited to) the following:

- To develop a beneficial, cost-effective, easy-to-access, searchable, interactive and architecturally sound and flexible website that supports the City's needs.
- To improve service with regular information to all users on a regular and consistent basis.
- To provide a new avenue of communication between City Officials and the general public.
- To increase efficiency and transparency when communicating to help reduce cost in other areas of operation.
- To create a website that allows multiple users in different departments to have responsibility in managing their information
- To provide a framework and architecture that will permit future expansion and the addition of new online services as the City's budget, technology needs and demand dictate
- To provide a secure site that meets emerging industry standard guidelines on privacy and accessibility

GUIDELINES

User Criteria:

1. Design of this site is extremely important. The redesigned website should reflect the City of Sturgeon Bay's beauty and unique charm, while offering an easy-to-use user interface.
2. Each section of the site should have a unified look and feel that reinforces the City of Sturgeon Bay's image. Each section of the site should be visually related, yet retain some degree of individuality that reflects the service, department or audience being served.
3. Once the site has been completed and accepted by the City, the site must be easy to maintain by non-technical members of the City's staff. The content management system must provide for at least page level specific permissions, approvals and roles, including creating and publishing as well as version control.
4. The website must be designed with a balance of text and graphics so that the average page loads in an acceptable amount of time on the average computer including those with dial-up access.
5. The site must be easy to navigate, with information grouped and presented in a logical manner
6. The site must provide a rapid search capability of the entire site, generating results of high relevance to users.
7. The site must include a flexible design template that can easily accommodate the addition of new functionality at a later date.
8. The site must be able to be viewed on mobile devices.
9. Residents and other individuals must be able to contact City Officials through the website.

System Operations and Technical Features

1. All documents, including maps and tables, must be in a format which provides ease of viewing, printing, and downloading.
2. The site must include capability for e-commerce functions, including secure online credit card purchases, verification, fulfillment and acceptance.
3. The site must provide a basis for e-government transactions, such as permit applications, license renewals, facility rentals and payment of city bills, and other interactive forms.
4. The system should have the capacity to track the status of applications, permits, and forms.
5. The site must be secured from email harvesters.
6. The web site must have the capability to maintain an archive of existing and past records, such as agendas and minutes.
7. User documentation for site management and administration must be provided
8. Customer support should be available to address special problems and other needs as they arise on an ongoing basis.

Selection of Developer & Evaluation Criteria

In addition to an acceptable Financial Proposal, the successful bidder will be the one that most successfully demonstrates the following:

1. Successful experience in design and developing similar web sites.
2. Demonstrated knowledge and experience in web site design.
3. Evidence of positive client interaction/service from past/existing municipal clients.
4. Familiarity with the City of Sturgeon Bay and the Door County area.

Submittal Requirements

All proposals shall be made as follows:

1. Cover Letter
2. Financial Proposal which must include:
 - a. Designing and building the site to include migrating content for existing pages
 - b. Cost of hosting the Web site and annual maintenance cost.
3. A detailed description of the services to be provided.
4. The names and qualifications of key employees that will be involved in the design, construction and management of the project.
5. The proposal shall identify three references for which the firm/individual has provided similar services within the past two (2) years. References must include the name, title, address and business phone number of the contact person.
6. The proposal must include the approach and timeline for completion of the project with a delineation of tasks/activities required of City staff.
7. The proposal must include a basic training plan for a minimum of 10 employees.
8. Any additional information which the bidder wishes to provide.

Each firm will be invited to present their proposal and a demonstration of sample projects to city staff. One or more firms may be invited to present their proposal to the City Finance Committee.

After the interview process has been completed, the Common Council will make a final determination regarding the selection of a firm and a contract.

Proposals will be received at the office of the City Clerk, 421 Michigan Street, Sturgeon Bay, WI until 2:00PM, April 18, 2013. All Proposals must be clearly marked:

Proposal for: Redesign of City of Sturgeon Bay Website

For questions and clarification, please contact:

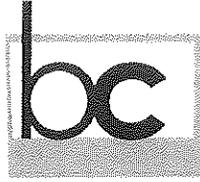
Stephanie Reinhardt, City Clerk
City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235
920-746-2902
sreinhardt@sturgeonbaywi.org



Website Proposal

prepared for:
City of Sturgeon Bay

prepared by:
Boettcher Communications, LLC



Proposal Index

p.1.....CONTACT INFORMATION

p.1.....ABOUT BOETTCHER COMMUNICATIONS
and EXECUTIVE SUMMARY

p.2.....PROJECT BREAKDOWN

p.2.....CITY OF STURGEON BAY'S CONTRIBUTION

p.2.....TIMELINE

p.3.....FEE STRUCTURE

p.4.....TESTIMONIALS

SAMPLE SITES:

Door County Economic Development Corporation: www.doorcountybusiness.com

Sister Bay Advancement Association: www.cometosisterbay.com

Volunteer Center of Door County: www.volunteedorcounty.com

Wisconsin Cherry Growers: www.wisconsincherries.org

Sister Bay Trading Company: www.sisterbaytrading.com

ERA/Starr Realty: www.erastarr.com

To view our complete portfolio visit www.boettchercommunications.com

Prepared for:
City of Sturgeon Bay

Prepared by:
Dina Boettcher ~ Boettcher Communications, LLC
101 N. 4th Avenue, Suite 105, Sturgeon Bay, WI 54235
office (920) 818.0377 fax (920) 818.0378
dina@boettchercommunications.com www.boettchercommunications.com

PROJECT

Complete Website Development & Design for the City of Sturgeon Bay

SUMMARY

Boettcher Communications respectfully submits this proposal to the City of Sturgeon Bay on this day, April 7, 2013. Attached is a proposal for the complete development and design of a new website for the City.

Boettcher Communications is owned by myself, Dina Boettcher, and is located in Sturgeon Bay, Wisconsin. I personally have over 20 years of experience in public relations, design and marketing consultation. Along with a strong, positive relationship with area media, I work within a team of the finest web and graphic designers, writers and photographers in the state. Boettcher Communications' strength lies in its flexibility. We are nimble, able to adapt to your changing environment. My personal goal is to deliver excellent service and follow through while providing you with the marketing tools to make your organization the most successful it can be.

Our creative team consists of:

Mike Jarman, Lead Website Developer – 7 years experience in website and brand development

Aaron Van Egeren, Website Designer – 1 year experience in website design, IT development

Bill Vandermause, Lead Graphic Designer – 10 years experience in graphic design

Eric Minten, Marketing Coordinator/Graphic Designer – 2 years experience in graphic design, project coordination

Boettcher Communications is a member of both the Sturgeon Bay Visitor Center and the Door County Visitors Bureau. I serve on the board of directors for the Sturgeon Bay Visitor Center, United Way of Door County and Door County Women in Business. All Boettcher Communications team members are active in the community, sitting on several boards and volunteering on various non-profit committees. The majority of Boettcher Communications' business stems from the tourism industry, business groups and municipalities. We also fully understand the special requirements of non-profit marketing.

We love this community. We live here. We are raising our families here. It would be our pleasure to serve this city, our home, through this project.



PROJECT BREAKDOWN

Website Design

Includes the Following:

- ~Visual brand work – any necessary logo tweaking, color scheme and font selection
- ~Custom web design of a maximum of 50 pages (negotiable and expandable for future)
- ~Mobile-friendly site developed in easy to update content management system
- ~3 initial design mock ups
- ~Integration of existing video and/or audio clips
- ~Search component built into site
- ~Integration of social media applications, if desired
- ~Ability to easily view and download forms, maps, documents
- ~Coordination with third party vendors – video, payment processors, etc.
- ~Coordinating enewsletter template for use with Constant Contact program, if desired
- ~Delivery of final design to designated host
- ~Complete search engine optimization included
- ~A maximum of 2 onsite training sessions for up to 12 people, not to exceed 2 hours each
- ~Website training manual
- ~Never a charge for future assistance by phone or via email
- ~Google Analytics set-up for tracking purposes
- ~All files, artwork become property of the City of Sturgeon Bay once entire payment is received

Proposal Does Not Include:

- ~Website hosting - Boettcher Communications is willing to work with the host of client's choice or to secure a new hosting company to fulfill website needs. Control and payment of hosting would be through the City.
 - ~Domain name purchases/renewals - Control and payment of domain name(s) would be through the City.
- CAUTION: please beware of web developers who hold your domain name, artwork, or hosting hostage should you want to switch vendors in the future.**
- ~Third party fees (if required)
 - ~Professional photography fees (if required)

CITY OF STURGEON BAY'S CONTRIBUTION

- In addition to its monetary contribution, the City of Sturgeon Bay would be expected to participate in this project by:
- ~Participating in timely reviews of all proofing processes. *Strict adherence to design and production deadlines*
 - ~The establishment of a website oversight committee with consistent contact persons.
 - ~Providing Boettcher Communications with any existing information, photos, artwork required for project completion

TIMELINE

Boettcher Communications is prepared to begin work on this project immediately. The information outlined within this proposal remains effective through July 31, 2013. Projects of this scope typically take a minimum of 3-4 months to complete. A detailed timeline will be developed upon the selection of Boettcher Communications' services.

- MONTH #1 Agreement Reached, Branding Discussion, Project Timeline Developed, Domain Name(s) Established, Site Map Developed, Photo/Copy Assignments Given
- MONTH #2 Home Page Design, Interior Page Design
- MONTH #3 Hosting Adjusted and/or Secured, Coding of Site, Coordination with 3rd Party Vendors
- MONTH #4 Proofing, Site Goes Live, Training



FEE STRUCTURE

Payment Option #1

Monthly Billing: \$2500 per month for 3 consecutive months, with first month down to begin project.

\$7500 TOTAL

Payment Option #2

Payment in Full: 10% Discount for payment in full at time of contract signing. $\$7500 - 10\% = \6750

\$6750 TOTAL

Additional Fees to Consider:

Domain Name purchases, Website Hosting Fees, Payment Processing Fees

THANK YOU

Thank you for the opportunity to quote this project for our wonderful city. If you have any questions you may reach me at the phone number or email address located at the top of this proposal.

I agree to the proposal terms outlined above.

Today's Date: _____

Contract Start Date: _____



City of Sturgeon Bay

Dina Boettcher, Boettcher Communications, LLC



TESTIMONIALS

"The Boettcher Communications team has been invaluable in the development and formation of the Door County Wine Trail. Dina, Andy, Mike, and Kendra worked diligently to develop goals, branding, a web site, and a first-rate brochure on time and under budget. They have also proven themselves to be true graphic design professionals in the development of labels for member wineries. If you want the best, it's right here: Boettcher Communications.

Tim Lawrie, President, Door County Wine Trail & Owner, Simon Creek Vineyard & Winery

"We have been working with Boettcher Communications for the better part of a year and couldn't be more pleased. All team members at Boettcher – Dina, Mike and Andy – are consummate professionals with incredible qualifications, insight and creativity to solve any and all marketing and communication needs. We have utilized the services of all of them and have found all production to be of the highest caliber. At times, we are really pressured for deliverables in a very short timeframe. Boettcher has never found an impossible deadline a problem and always delivers with exceptional quality and a cordial attitude. It is truly a "Madison Avenue" agency with a "Door County" feel."

Steve Quade, Door County Memorial Hospital

"Dina deals with her clients in a professional, sincere way. She takes the time to get to know each one personally in order to thoroughly understand their needs and offer them the marketing options that best fits their business goals."

Carrie Counihan, Door County Humane Society

"Thank you for continuing to provide creative, professional products and concepts to enhance and encourage our customer programs. You complete your work in a timely manner at very reasonable costs. The marketing and design skills that you provide are usually found only in larger metropolitan areas. Boettcher Communications is a valuable local resource for SBU!"

Jim Stawicki, Sturgeon Bay Utilities

"I was initially impressed with Dina's professionalism and positive attitude. Now that I have been working with her for some time, I am even more impressed with her ability to get things done! She is a mover & shaker and I am confident that having Boettcher Communications on board we will see our marketing and promotion program soar over our competition!"

Marilyn Jensen, Sister Bay Trading Company

"We appreciated Boettcher Communications' willingness to listen to our concerns as we went through the process of creating our new website. We look forward to continuing to do business with them."

Jean Hill, Wisconsin Cherry Growers

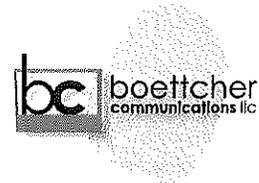
"Dina has been wonderful to work with! Great vision, great ideas! She understands the needs of her clients and tries to maximize the effectiveness of every dollar spent. I've also seen her work with a group of people with very different (sometimes opposing) views and work to build consensus. She also truly cares for her clients and I highly recommend her!"

Vicki Wilson, Door County Coffee

"We hired Boettcher Communications to facilitate a total make over of our web site. We wanted a company that was competent with today's ever changing technology and competitively priced. We also were very interested in doing business with a local, Door County company. Boettcher Communications fit the billing in all areas. They did their homework, researched our wants and needs and kept on schedule. Dina's staff was excellent to work with and excelled beyond our expectations. Our new site is what we wanted and then some. We couldn't be happier with the work done by Boettcher Communications."

Bob Starr, ERA/Starr Realty





Additional Web Fees/Payment Processor Info for City of Sturgeon Bay

Hosting (not included in BC quote)

We recommend the national hosting company, HostGator. The “gold standard” hosting package for your website would be approximately \$12 per month. Boettcher Communications would set this up for you.

Self-Hosted Shopping Cart Options (included in BC quote)

Zen Cart – A self-hosted shopping cart could be integrated into the website for accepting payments for certain items. “Products” could be added to the shopping cart (animal permits, park reservation etc) and all those could show up as an option to “purchase” on one page. Prices for each would be set up ahead of time so the visitor doesn’t have to supply the price. This solution would utilize one of the payment processors for actually processing the credit card info.

Wordpress shopping cart (multiple options) – A shopping cart could be built into and managed in Wordpress with a plugin. It would work similar to Zen Cart but the info would be managed through your wordpress login.

Payment Processors (not included in BC quote)

Authorize.net - <http://www.authorize.net/solutions/merchantsolutions/pricing/>

\$99 setup; \$20/mo. flat fee; \$0.10 per transaction fee (each payment processed charged this fee); \$0.25 per batch of transactions settled (finalizing settled card transactions -typically done once a day)

Paypal - <https://www.paypal.com/us/webapps/mpp/merchant-fees>

Standard - \$0/month flat fee; each transaction costs 2.9% order total + \$.30. Visitor redirected to Paypal site to supply payment/personal info.

Pro - \$30/month flat fee; each transaction costs 2.9% order total + \$.30. Visitor stays on your website to supply payment/personal info and that info is then sent to Paypal.

3rd Party Payments (not included in BC quote)

Looking at some of the sites that Steve liked, a number of them were using Official Payments (www.officialpayments.com) or MuniPay (www.municipay.com). Sites like these usually charge a monthly fee and usually handle all the payment/site security that is necessary. A custom quote would be suggested. Boettcher Communications can help secure the quote. The advantage of using this type of system is a higher level of security.

Online Reservations Options for Marina and Facilities (not included in BC quote)

Wordpress reservation plugin – A Wordpress reservation plugin could be integrated into the site to show availability of slips and make reservations. Most have an up-front cost to purchase the plugin and some require a monthly subscription to their service. Looking into your specific needs, the one-time fee is approximately \$600 per reservation area.

Lodgical – Is a local online reservation system that a number of lodging and area marinas are using to manage rooms/slip reservations and take payments. A custom quote through BayLakes Info Systems would be recommended. If you get through the first season and find that you need a more sophisticated system such as Lodgical, Boettcher Communications would assist in the switch (within one year of site completion) with no additional development charge.

Online Calendar (included in quote)

An easy-to-update calendar plug in is included in the quote.

Video/Audio (included in quote with exceptions)

Existing video and audio clips can be incorporated into the site and are included in the proposal. With third party live streaming (TV, radio) there would be an additional charge.

EXECUTIVE SUMMARY

DATE: May 16, 2013

TITLE: Safe Routes to School grant administration

BACKGROUND: The Safe Routes to Schools grant in the amount of \$190,994 was awarded to the City for the installation of various sidewalk segments. The project has been mired in the Wisconsin DOT approval process for a long time because the project must follow federal review processes. City staff has attempted to handle the approval process and have made some progress, but the construction is still not able to be let. The city needs to have an outside consultant to prepare a report on the impact of the new sidewalks on potential historical properties in the project area and there also are other tasks that need to be completed for the state to allow the city to go to bids and install the sidewalks. In order to proceed in a more timely fashion, an option is to hire a consultant to guide us through all the administrative remaining steps in addition to the aforementioned historical analysis. Expenses for consulting services would be an eligible portion of the grant, but would reduce the amount of funds left for the actual sidewalk installation.

Most communities use consultants for the grant administration and the typical cost to develop plans and specifications and go through the state approval process for SRTS sidewalks can be \$40,000 or more according to the consultants contacted. Because city engineering staff has already completed some of the required work, the cost estimated to complete the process is in the \$25,000 to \$35,000 range. In order to cover this expense without overly impacting the amount of sidewalks constructed, one option is eliminate the proposed sidewalk at the intersection of Maple Street and Duluth Ave. This intersection is slated to be reconfigured and redesigned as part of the county's Duluth Avenue project, which is scheduled for construction in 2015 (or 2016). So the Duluth Ave reconstruction would likely require any new sidewalk constructed under the SRTS grant to be moved anyway. That sidewalk segment, if removed from the SRTS project, could still be done as part of the Duluth Ave project, which is anticipated to receive 80% federal funding. By taking the Maple/Duluth sidewalk out of the SRTS project, it would free up an estimated \$22,900 that could be reallocated for the consulting services.

The city received estimates for SRTS consulting services to complete the process from three engineering firms ranging from \$25,000 to \$35,000. The lowest estimate is from Donohue and Associates, who is also the county's engineer for the design of Duluth Ave. Donohue has experience with the DOT grant approval process. Final details of a contract need to be developed but the overall cost is expected to be only slightly higher than the Duluth Construction estimates.

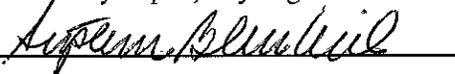
The Bicycle and Pedestrian Committee strongly favored the use of a consultant to insure that work is started as soon as possible.

FISCAL IMPACT: The SRTS grant will cover the expense so there is no fiscal impact to the City. As noted above, the grant funds spent on consulting services decreases the amount that can be spent on actual sidewalk construction.

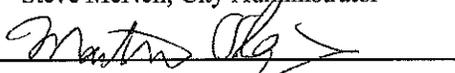
RECOMMENDATION: Authorize the inclusion of professional consulting services as part of the Safe Routes to Schools grant and develop a contract with Donohue and Associates.

SUBMITTED BY: 

Anthony Depies, City Engineer

REVIEWED BY: 

Steve McNeil, City Administrator

REVIEWED BY: 

Marty Olejniczak, Community Development Director

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Waterfront Redevelopment Authority, hereby recommend to extend the contract with Vandewalle & Associates per proposal for one year, subject to Vandewalle & Associates not charging travel expenses for meetings that are scheduled to coincide with times when Vandewalle representatives are already in Door County for other reasons.

Respectfully submitted:
WATERFRONT REDEVELOPMENT AUTHORITY
By: William Galligan, Vice-Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Date: May 13, 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: Extension of Contract with Vandewalle & Assoc. for Waterfront Redevelopment Activities

Background: Last October the City entered into a contract with Vandewalle and Associates to perform various tasks associated with implementation of the West Waterfront Redevelopment Plan. That contract lasted through April. During that time Vandewalle has assisted the City's redevelopment efforts in a number of ways, including helping to procure three major grants totaling about \$525,000; obtaining a commitment from a restaurant developer and also a commitment from an anchor tenant for the proposed Four Season Market; producing marketing materials for various aspects of the project; ongoing recruiting of a master developer; creating the Tax Incremental District project plan and related TID documents; fine-tuning the redevelopment plan; and various other tasks.

Vandewalle has submitted its proposed work order to extend the contract for one year. The tasks performed by Vandewalle would continue to be under the direction of the City staff, Council and/or Waterfront Redevelopment Authority. The contract is a time and materials contract so the City can direct Vandewalle to stop work at any time. The use of a consultant to assist the redevelopment project is consistent with the City's other redevelopment efforts.

The City has adopted the tax incremental district (TID #4) and project plan for the redevelopment area. The TID #4 project budget includes funds for the services to be performed by Vandewalle. The costs for creating TID #4 can also be paid from the TID.

Fiscal Impact: The Vandewalle proposal has a budget of \$100,000 for the next twelve months. The actual amount would be based upon how much the City directs them to do. In addition, there is \$25,000 for the TID #4 creation and amendment to TID #2. Both figures would come from the TID #4 budget and would not impact the general fund.

Options: Among the options available are:

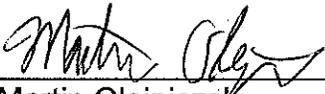
1. Approve the work order and continue to work with Vandewalle and Associates.
2. Reject the proposal and instead seek implementation assistance from different consultants or other sources (e.g. new RFP/RFQ process; hiring staff, etc).
3. Reject the proposal and elect not to fund implementation at this time.

Finance Committee Action: The Finance Committee unanimously recommended approval of the work order to extend the contract as proposed.

Waterfront Redevelopment Authority Action: The Waterfront RDA unanimously recommended approval of the work order to extend the contract, with the condition that Vandewalle & Associates not charge travel expenses for meetings that are scheduled to coincide with times when Vandewalle representatives are already in Door County for

other reasons. It is noted that this is currently the policy the City has with the consultant, so it would be a continuation of that arrangement.

Recommendation: Approve the recommendations of the Finance Committee and Waterfront RDA.

Prepared by:  5-16-13
Martin Olejniczak Date
Community Development Director

Reviewed by: _____ Date _____
Stephen McNeil
City Administrator



Vandewalle & Associates
INCORPORATED

April 1, 2013

Work Order Number 0001; Sturgeon Bay Redevelopment and Implementation Services (2012-13)

This Work Order is made under the terms and conditions established in the Agreement for Redevelopment and Implementation Services, dated October 04, 2012, between "Client", City of Sturgeon Bay, Wisconsin, and VANDEWALLE & ASSOCIATES. All capitalized terms contained herein have the meaning set forth in the Agreement.

Section A Scope of Services

VANDEWALLE & ASSOCIATES agrees to provide the following Services:

1. TIF Plan creation, amendment, and adoption services (work completed between December, 2012 and May 31, 2013, approximately)
2. Continuation of services as outlined in original Agreement identified above

with the following tasks:

Advance Catalytic Site Redevelopment

Leverage Funding Opportunities

Developer Recruitment

Project Management & Ongoing Implementation

Section B Schedule

This Work Order shall extend the expiration date of the original Agreement, identified above, to April 30, 2014.

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

Shaping places, shaping change

Section C Costs

1. The budget for Section A. 1. shall be \$25,000
2. The budget for Section A.2. shall be \$100,000

Except to the extent modified herein, all terms and conditions of the original Agreement shall continue in full force and effect.

City of Sturgeon Bay

By:

Signature of Authorized Representative

Date

Printed Name

Title

VANDEWALLE & ASSOCIATES, INC.

By:

Brian Vandewalle, President

Date

ATTACHMENT ONE
FEE SCHEDULE

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

DRAFT



Sturgeon Bay, Imp 13
Original Contract

October 4, 2012

Agreement for Redevelopment and Implementation Planning Services (2012-13)

THIS AGREEMENT is made and entered into by and between the "Client" City of Sturgeon Bay, Wisconsin, and VANDEWALLE & ASSOCIATES, Inc., Madison, Wisconsin, a professional planning and design firm. For purposes of this Agreement, the "Project" is defined as Redevelopment and Implementation Planning Services for the Sturgeon Bay West Waterfront Area.

Article I Scope of Work

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

Task One: Advance Catalytic Site Redevelopment

Coordinate with the project management team (City staff and DCEDC and other project partners as relevant) to advance redevelopment projects through ongoing coordination, recruitment of developers, investors, and project partners. Activities in this task may include, but are not limited to:

a. Co-Op Site Redevelopment Strategy

1. Assist in brownfield site reuse/environmental planning and site control strategies for the Co-op site
2. Assist in RFQ preparation for developer recruitment, RFQ circulation, and proposal review and ranking process, and consider details related to acquisition, assessment, clean-up, etc. and grants as applicable
3. Coordinate site redevelopment/reuse strategy with adjacent property owners (museum, Applebee's site, marina, tugs) etc. as a relationship development process for the mixed use project

120 East Lakeside Street • Madison, Wisconsin 53715 • 608.255.3988 • 608.255.0814 Fax
342 North Water Street • Milwaukee, Wisconsin 53202 • 414.421.2001 • 414.732.2035 Fax
www.vandewalle.com

Showing 1 of 1 pages

4. Coordinate with the project team and selected development team to recruit market investors, lodging, and retail developers; provide connections and facilitate project advancement with potential developers

b. Advance Four Seasons Market Project

1. Assemble project team to develop this opportunity as an economic development project; recruit tenants for the Market and bring together potential Market partners, in particular reconvene local producers who have already expressed interest in the project; outreach to others that have yet to be contacted
2. Identify funding sources, potential early stage project investors; assist in grant application development to fund drafting of a preliminary Door County Four Seasons Market business plan to prepare the concept for private sector development
3. Develop the preliminary business plan including the financial plan, operating plan and marketing plan (potentially funded via grants and other sources)
4. Assist in advancing the architectural analysis to determine if the Granary icon reuse is structurally and financially feasible
5. Assist with due diligence related to tug boat relocation and new location determination; relocation facilitation, as needed.

c. Workforce Housing Development

1. Recruit workforce housing developer; provide connections and facilitate project advancement with potential developers
2. Review and assist the developer and City with site plan development and design review

d. Waterfront Infrastructure

1. Assist in planning and design of waterfront infrastructure for public spaces and public/private development in the area including the Granary Tower
2. Consider potential plan and design for a "water loop" recreational/transportation route to tie together the east and west sides of the Bay

Task 2: Leverage Funding Opportunities

Activities in this task may include, but are not limited to:

- a. Identify and assist in grant and other resources procurement
(Potential grant opportunities include: CDBG, Coastal Management Program, WDNR, WEDC, USEPA)
- b. Guide the procurement of grant funding, identify potential grant resources, outreach and coordinate with grant program managers, particularly with grants already identified in the redevelopment plan; assist in framing grant narratives and review grant proposals prior to submission
- c. Assist private development advancement for gap financing such as TIF, district project plan development/amendment, tax credits, etc.
- d. Outreach to local and regional potential funding partners, philanthropists, corporate, etc.

Task 3: Project Management and Ongoing Implementation, and Coordination

Activities in this task may include, but are not limited to:

- a. Project management and advancement through the coordination of meetings, agendas, follow-up meeting task lists, and work-plans
 - b. Bi-weekly project team teleconference or in-person meetings to continue advancement of the project over the life of the contract
 - c. Overall project implementation activities may include:
 1. Consultation on potential TID overlay district creation and/or amendment of existing plans
 2. Consultation on existing design standards, design review issues for the redevelopment area to advance vision and facilitate redevelopment and project implementation
 3. Consultation on public improvements planning and design such as bay-walk, water loop, and wayfinding improvements in the redevelopment area.
- B. Additional Services, beyond those stated in Article I.A., may be provided through a "Work Order".

- E. If Client makes any modifications to Deliverables, Client shall either 1) obtain the prior written consent of VANDEWALLE & ASSOCIATES; or 2) remove VANDEWALLE & ASSOCIATES name from the Deliverables. In the event that Client selects option #2, VANDEWALLE & ASSOCIATES shall not be liable or otherwise responsible for such modifications or their effect on the results of the implementation of the recommendations contained in such Deliverables.

Article III Estimated Schedule

- A. Services in this Agreement shall be commenced upon the timing and sequence as directed by the Client, and be in effect a maximum of six months, unless the parties agree otherwise.
- B. VANDEWALLE & ASSOCIATES shall render its Services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule and VANDEWALLE & ASSOCIATES shall not be responsible for any delays caused by factors beyond its reasonable control.

Article IV Costs and Payment

- A. All work will be completed on a time and materials basis with the budget for the Project set at \$60,000. Client acknowledges that significant changes to the Project schedule, budget or Project's scope may require Additional Services for which the parties may (but are not required to) enter into a separate Work Order (see Article I.B.).
- B. Invoice charges to the Client consist of (1) Professional Fees rendered at current billing rates as listed in Attachment One; and (2) Reimbursable Expenses billed at cost multiplied by 1.1, excepting some in-house charges and travel.
- C. VANDEWALLE & ASSOCIATES shall send Client an invoice for Professional Fees and Reimbursable Expenses once a month. Client shall pay

VANDEWALLE & ASSOCIATES the amounts due under such invoice upon receipt of such invoice. A service charge of 1% per month may be charged on all amounts more than 30 days after date of invoice.

Article V Termination

- A. Either Client or VANDEWALLE & ASSOCIATES may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay VANDEWALLE & ASSOCIATES the hourly rates for all Services rendered and Reimbursable Expenses incurred, up to the date of termination.
- C. Upon not less than seven days' written notice, VANDEWALLE & ASSOCIATES may suspend the performance of its Services if Client fails to pay VANDEWALLE & ASSOCIATES in full for Services rendered or Reimbursable Expenses incurred. VANDEWALLE & ASSOCIATES shall have no liability because of such suspension of service or termination due to nonpayment.

Article VI Dispute Resolution

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

Article VII Intellectual Property; Confidentiality

- A. Except as otherwise provided by law: upon payment in full by Client to VANDEWALLE & ASSOCIATES for Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, VANDEWALLE & ASSOCIATES shall grant Client a non-transferable, non-exclusive, perpetual

license to use any and all Work Product developed or produced by VANDEWALLE & ASSOCIATES pursuant to this Agreement. As used in this Agreement, "Work Product" means all inventions, processes, data, documents, drawings, records, and works of authorship, whether or not copyrightable or patentable, that are originated or prepared by VANDEWALLE & ASSOCIATES in the course of rendering the Services under this Agreement. Until Client pays VANDEWALLE & ASSOCIATES in full for Services rendered and expenses incurred pursuant to this Agreement, Client may not use any Work Product to complete the Project with others unless VANDEWALLE & ASSOCIATES is in material breach of this Agreement.

- B. Except as otherwise provided by law: Client shall not communicate, publish, or otherwise disclose to a third party or authorize or induce anyone else to use, communicate, publish, or otherwise disclose, any nonpublic information pertaining to VANDEWALLE & ASSOCIATES, including, without limitation, any information relating to pricing, products, or ideas of VANDEWALLE & ASSOCIATES.

Article VIII Miscellaneous Provisions

- A. Wisconsin law governs this Agreement (without regard to its conflict of law principles or rules of construction concerning the draftsman hereof).
- B. This Agreement is the entire and integrated agreement between the Client and VANDEWALLE & ASSOCIATES, and supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. This Agreement may be amended only by written instrument signed by both Client and VANDEWALLE & ASSOCIATES. Neither party can assign this Agreement without the other party's prior written permission.
- C. Notwithstanding any other term in this Agreement, VANDEWALLE & ASSOCIATES shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.

- D. Client agrees to indemnify, defend and hold harmless VANDEWALLE & ASSOCIATES, its agents and employees, from any and all claims of third parties (excluding the City of Sturgeon Bay) for damages alleged to be caused by VANDEWALLE & ASSOCIATES shall as a result of its performance or non-performance of the project and obligations under this Agreement, except to the extent that such damages are directly caused by VANDEWALLE & ASSOCIATES' negligence or willful misconduct related to this Agreement.
- E. In the event that any suit or action is instituted to enforce any provision in this Agreement; the prevailing party in such dispute shall be entitled to recover from the losing party all fees (including legal and accounting fees), costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, all costs of appeals. For purposes of this provision, "prevailing party" shall include a party that dismisses an action in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.
- F. VANDEWALLE & ASSOCIATES reserves the right to include representations of the Project in its promotional and professional materials.
- G. In order for VANDEWALLE & ASSOCIATES' to provide cost effective services, the parties agree that VANDEWALLE & ASSOCIATES shall not be liable to client or any third party for any losses, lost profits, lost data, consequential, special, incidental, or punitive damages, delays, or interruptions arising out of or related to this Agreement, regardless of the basis of the claim. VANDEWALLE & ASSOCIATES' aggregate liability (including attorneys' fees) to Client shall not exceed the amount of fees actually paid to VANDEWALLE & ASSOCIATES by Client with regard to the Services or the Work Order for which liability has been asserted.

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

City of Sturgeon Bay

By:

Mark Birmingham
Signature of Authorized Representative

10/5/12
Date

Mark Birmingham
Printed Name

Mayor
Title

VANDEWALLE & ASSOCIATES, INC.

By:

[Signature]
Brian Vandewalle, President

Oct 5, 2012
Date

ATTACHMENT ONE

FEE SCHEDULE

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

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the funding for the contract extension with Vandewalle and Associates for the West Waterfront Redevelopment activities thru April 30, 2014, in an amount not to exceed \$100,000.

Respectfully submitted,
FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Joseph Stutting, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: April 30, 2013

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

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

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the City Plan Commission, hereby recommend approval of the combined preliminary/final PUD for William Anderson, 230 W. Juniper Street, subject to the following requirements and conditions:

A. Underlying zoning: The underlying zoning district shall be R-2 Single-Family Residential. The zoning restrictions and requirements of the underlying district shall apply to the subject property.

B. Permitted Uses: The permitted and conditional uses of the underlying R-2 district shall apply with the following additional permitted use:

- 1. Lodging House (tourist rooming house) subject to the following conditions:
 - a. The lodging house (tourist rooming house) must be licensed by the State of Wisconsin.
 - b. The home shall not be split into separate rental units and occupancy shall not exceed licensed capacity.
 - c. No accessory building shall be used for lodging purposes.
 - d. There shall be no signage relating to the lodging house (tourist rooming house) except for one identification sign/name plate not to exceed 2 square feet in area.
 - e. Any additions to the dwelling that increase the capacity of the lodging house shall require the approval of the Plan Commission.
 - f. At least two off-street parking spaces shall be provided.

Respectfully submitted:
CITY PLAN COMMISSION
By Dennis Statz, Acting Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Date: May 15, 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: Planned Unit Development for Andersen – Lodging House

Petition: William Andersen seeks the Planned Unit Development (PUD) to allow the existing single-family dwelling, located at 230 W. Juniper Street, to be operated as a lodging house (tourist rooming house). The subject parcel is next to Otumba Beach and is within the Single-Family Residential R-2 zone currently. The proposed PUD would add the lodging house (tourist rooming house) as a permitted use. No other zoning changes are sought under the PUD.

Background: In many localities with a strong tourism industry, including Door County, it is common for homes to be rented to tourists on a short-term basis. This is commonly known as vacation rentals. In Wisconsin such use must be licensed as a tourist rooming house. In Sturgeon Bay, the use is governed as a "lodging house" and is permitted only in the multiple-family residential and commercial zoning districts. Therefore, the rezoning is required. Since the likelihood of rezoning to a multiple-family residential or commercial district is remote, the PUD option is best alternative if the City decides to permit the intended lodging house use.

The Plan Commission and Council have from time to time considered amendments to the zoning code to allow the lodging house/tourist rooming house use within the residential zoning districts. Many options have been proposed during the last decade, but no changes have been adopted.

Some of the arguments that have been made in favor of allowing lodging houses in residential areas include:

- Greater flexibility and potentially more income to homeowners who desire to rent their dwellings on a short-term basis rather than just monthly or yearly leases.
- Economic benefits due to more tourists staying within the City spending money.
- Fiscal (tax) benefits due to the accommodations tax (room tax) that will be received by the City from such use.
- More housing options for potential tourists rather than just hotels and B & B's.

Among the arguments that have been raised against allowing lodging houses in residential areas are:

- Loss of security due to not knowing the neighbors.
- Negative impact to the residential character of a neighborhood due to too many transients.
- Problems with noise, trespass and other conflicts due to vacationers being in close proximity to permanent residents.
- Negative impact to existing lodging businesses (hotels, B & B's).

The subject property at 230 W. Juniper is bordered on the south and east by Otumba Park, on the north by the water, and on the west by single-family homes fronting on Joliet Avenue. The home is a 3-bedroom, 1.5 bath ranch with walk-out basement. There are no plans to make any significant changes to the exterior of the home at this time.

The subject parcel abuts two other private properties. The Andersen house is approximately 57 feet from the lot line of the Stults parcel (about 80 ft from the Stults house) and is approximately 47 feet from the lot line of the Strong parcel (about 100 ft from the Strong house).

Fiscal Impact: The City receives 30% of the room tax that would be generated from the renting of accommodations. Currently, the room tax rate is 5.5%. The actual amount of revenue will depend upon the number of days the home is rented to transients and the rate charged by the owner.

The state handles inspections and licensing of the tourist rooming house. It is expected that City services and resources to deal with the tourist rooming house will be similar to a typical single-family dwelling. Thus, the fiscal impact is predicted to be positive.

Public Hearing: The required public hearing was held April 17th, 2013. Jerry Stults, 240 Juniper St., supported the proposed PUD to rent out the property on a weekly basis. Don Gregory, 236 Joliet Ave., stated his concern that he wanted to make sure the zoning change was only for the Andersen property and didn't affect the other properties. James and Christina Wangerin, 141 W. Juniper St., submitted a letter opposing the PUD.

Options: The Plan Commission makes a recommendation to the Council. It can act to approve the PUD with or without conditions attached to the proposed lodging house. It can recommend denial of the PUD. A third option is to reject the PUD, but to work on zoning changes to address lodging houses in residential districts on a larger basis.

Recommendation: The Community Development Director has generally been supportive of the lodging house/tourist rooming house use and believes the positives will outweigh any negative impacts. While a comprehensive approach such as amending the zoning code is preferred to a one by one approach through the PUD section of the code, the subject property is seen as a good parcel for a trial due to its location next to a recreational area with relatively few neighboring homes and the home has a relatively large setback from the neighboring properties. Therefore, the recommendation is to approve the PUD, subject to the attached PUD parameters.

Additional information: The Commission members requested that staff do further research regarding certain aspects of the proposed PUD. The following is a summary of the new information:

In regards to maximum occupancy within the dwelling, the state does have occupancy limits when issuing licenses for tourist rooming houses. The maximum occupancy is based upon the size of the sleeping rooms. According to the Department of Health Service (DHS) the state license lists the maximum occupancy for a tourist rooming house.

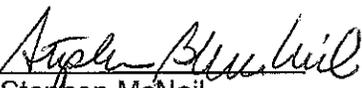
Other than occupancy, there does not appear to be any state rules that impact the PUD zoning. The other state rules (DHS 195) relate to health and safety issues such as fire extinguishers, carbon monoxide detectors, adequate sewer and water facilities, cleanliness of linens, and the like.

In regards to the impact on Otumba Park and Beach, the beach improvement project is complete. The Parks Director does not anticipate any impacts to the park or beach from the proposed PUD.

The City Attorney reviewed whether zoning approvals can be issued strictly to the current owner of a parcel. He reports that a fairly recent court case in Wisconsin ruled that a conditional use permit is not a vested property right and, therefore, the Plan Commission could potentially restrict its transferability. However, PUD's and variances established are different. The City Attorney concludes that the "PUD designation is fully transferable and may not be limited to the current applicant only."

Prepared by: 
Martin Olejniczak
Community Development Director

5-10-13
Date

Reviewed by: 
Stephen McNeil
City Administrator

5-17-13
Date

CITY OF STURGEON BAY PLANNED UNIT DEVELOPMENT APPLICATION

Date Received:	<u>2/25/13</u>
Fee Paid \$	<u>425.00</u>
Received By:	<u>CN</u>

Application For: Conceptual Preliminary Final Combined Preliminary/Final
 Note: There are different requirements for each of the above processes. A separate application is required for each.

NAME OF PROPOSED PLANNED UNIT DEVELOPMENT: _____

	APPLICANT/AGENT	LEGAL PROPERTY OWNER
Name	<u>William Andersen</u>	<u>Same</u>
Company		
Street Address	<u>PO Box 421</u>	
	<u>B</u>	
City/State/Zip	<u>Barkley Harbor, WI 54802</u>	
Daytime Telephone No.	<u>907 819-4988</u>	
Fax No.		

STREET ADDRESS(es) OF SUBJECT PROPERTY: 230 Juniper
 Location if not assigned a common address: _____

TAX PARCEL NUMBER(s): 281-16-71000102

AREA OF SUBJECT PROPERTY AND NO. OF LOTS: 15,107 1 lot
.35 Acres

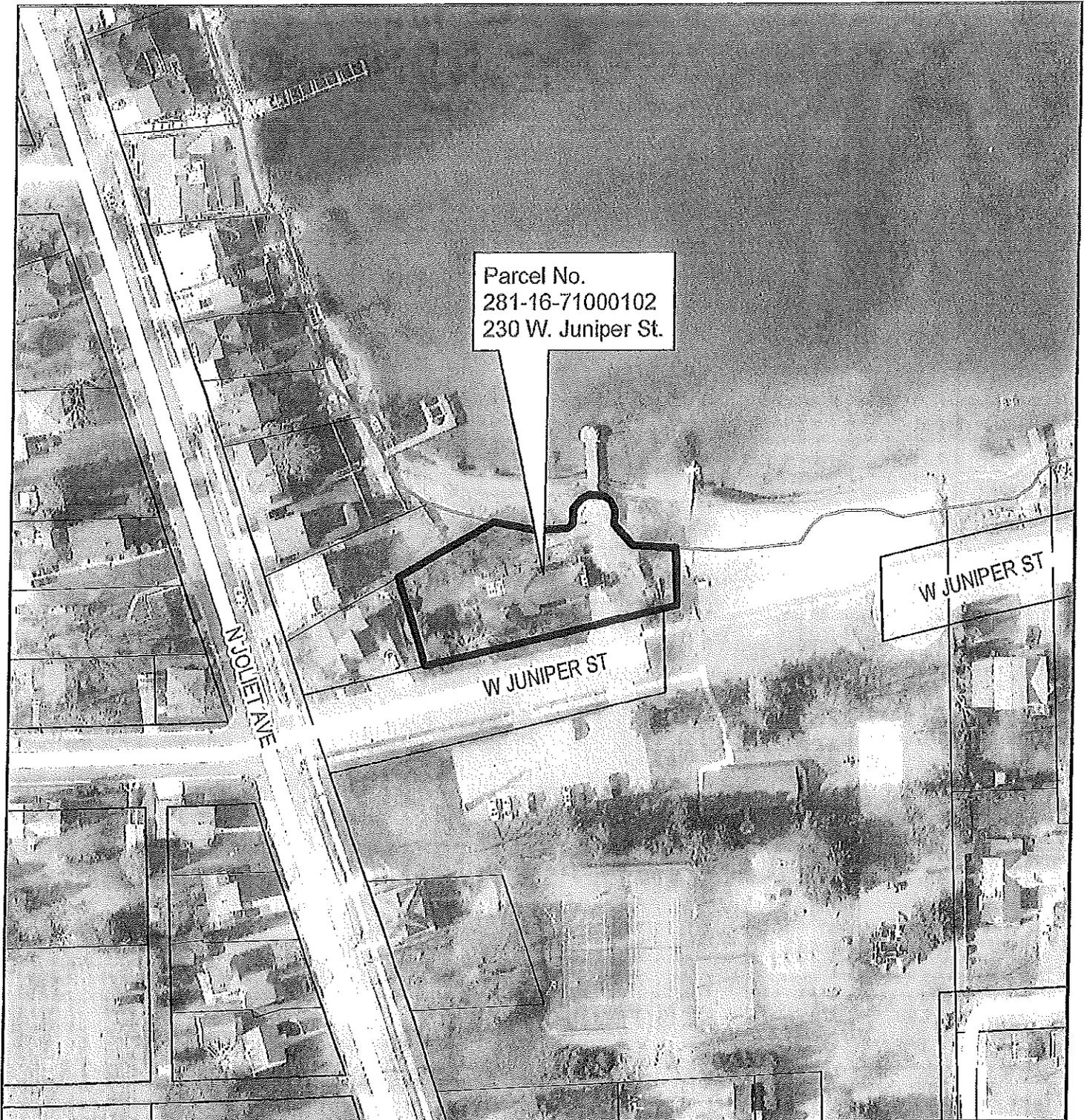
CURRENT ZONING CLASSIFICATION: R2

CURRENT USE AND IMPROVEMENTS: Single Family

COMPREHENSIVE PLAN DESIGNATION OF SUBJECT PROPERTY: SF High Density

WOULD APPROVAL OF THE PROPOSED PLANNED UNIT DEVELOPMENT CONFORM WITH THE COMPREHENSIVE PLAN? Yes No Explain:
Just Parting on less than 30 Day Notice

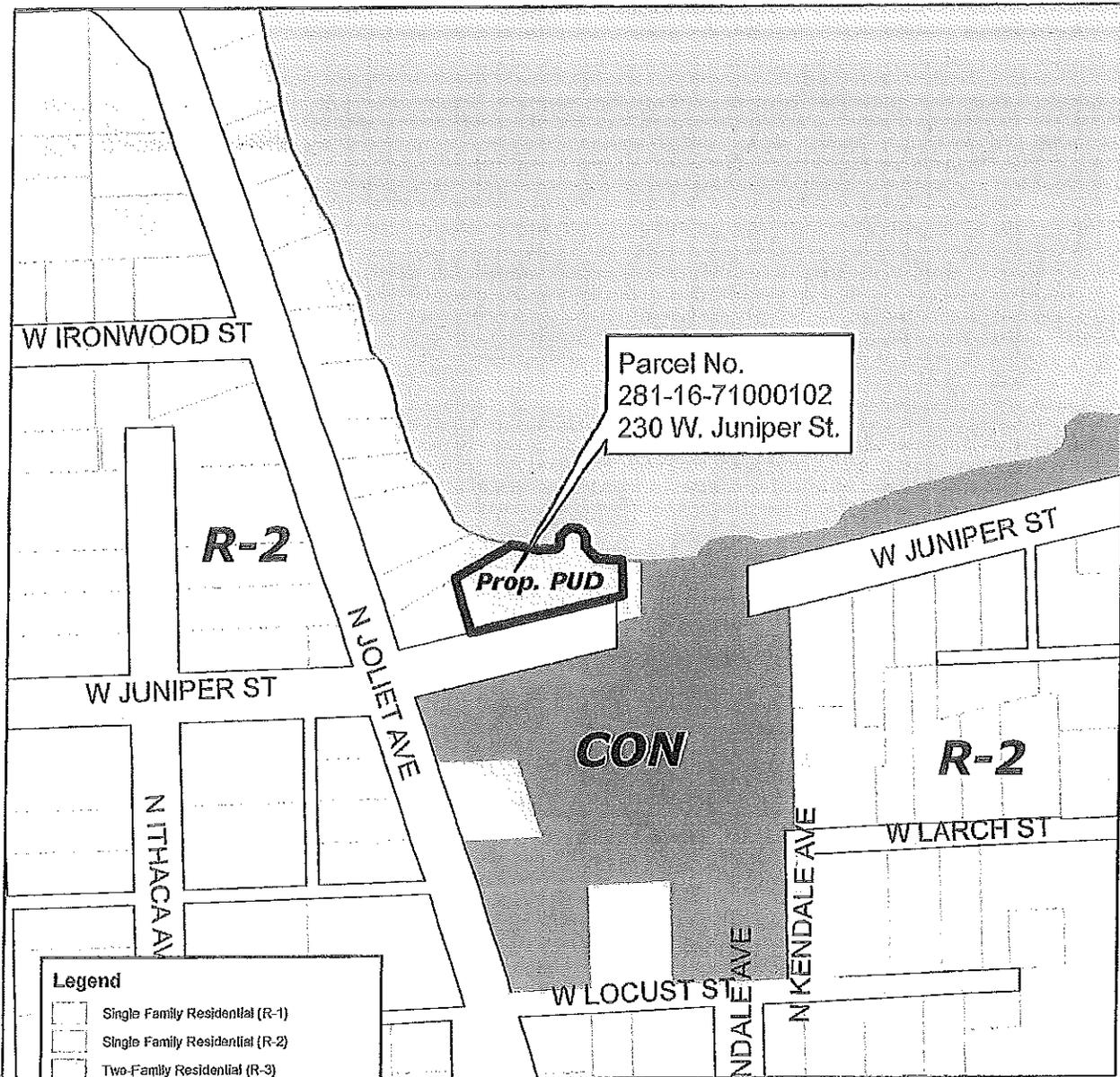
Location Map Public Hearing - Anderson Proposed PUD



Subject Area



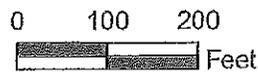
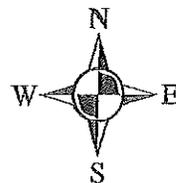
Note: Public Hearing to be held on April 17, 2013



Legend

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

March 12, 2013



ANDERSEN PUD
230 W. JUNIPER ST.

