



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, JULY 16, 2013
8:00 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. Presentation re: Water Rate Filing. (Jim Stawicki)
6. Consideration of the following bills: General Fund – \$175,617.06, Capital Fund - \$160,309.87, Cable TV - \$1,895.77, TID #2 - \$19,459.43, TID #3 – 542.00, TID #4 - \$17,551.17 and Solid Waste Enterprise - \$12,621.04 for a grand total of \$387,996.34. [roll call]
7. CONSENT AGENDA

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

- * a. Approval of 7/2/13 regular Common Council minutes.
- * b. Approval of the following minutes:
 - (1) Harbor Commission – 6/24/13
 - (2) Finance/Purchasing & Building Committee – 6/25/13
 - (3) Personnel Committee – 7/2/13
 - (4) Historic Preservation Commission – 7/3/13
- * c. Place following report on file:
 - (1) Inspection Department Report – June 2013
 - (2) Bank Reconciliation – June 2013
 - (3) Revenue & Expense Report – June 2013
- * d. Consideration of: Approval of Beverage Operator licenses.
- * e. Consideration of: Approval of Temporary Class B Beer license.
- * f. Consideration of: Approval of Temporary Class B Beer and Class B Wine license.
- * g. Finance/Purchasing & Building Committee recommendation re: Approve the request for a donation from the Sturgeon Bay Yacht Club for Venetian Night fireworks to be held on Saturday, August 3, 2013, in the amount of \$500.00
- * h. Finance/Purchasing & Building Committee recommendation re: Declare the terms of the Development Agreement between the City of Sturgeon Bay and Christiaan Jeanquart, in regard to Lot/Tract 1-A in the Industrial Park, as satisfied in full.

- * i. **Finance/Purchasing & Building Committee recommendation re: Approve changes to Sunset Hill #2 (Wiretech Redevelopment) agreement between the City of Sturgeon Bay and "R" Van Rite Construction and Heritage Custom Homes.**
- * j. **Personnel Committee recommendation re: That Full-Time Police Assistant position become part of the Non-Union Step Based Salary System.**
- 8. **Mayoral appointments.**
- 9. **Second reading re: Rezone property owned by the City of Sturgeon Bay, located along the west side of S. Neenah Avenue, from Agricultural (A) to Light Industrial (I-1A.)**
- 10. **Committee Chairperson Reports:**
 - a. **Personnel Committee**
 - b. **Parking & Traffic Committee**
 - c. **Community Protection & Services Committee**
 - d. **Sturgeon Bay Utility Commission**
- 11. **Public comment on non-agenda items.**
- 12. **Mayor's comments.**
- 13. **Adjourn.**

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date:

7-12-13

Time:

12:00 pm

By:

Raunie S.



230 E. Vine Street
P.O. Box 27
Sturgeon Bay, WI 54235-0027

Phone: 920.746.2820
Fax: 920.746.2822
sbunet.com

Office Hours:
Monday-Friday
7:30am-4:30pm

Shared strength through  WPPI Energy

PUBLIC NOTICE TO ALL WATER CUSTOMERS OF STURGEON BAY UTILITIES

Sturgeon Bay Utilities has filed an application with the Public Service Commission of Wisconsin (PSCW) to increase water rates. The increase is necessary because of increased operating expenses since the last water rate case in 2009.

The total increase in water revenues requested is \$300,386 which will result in an estimated overall rate increase of 16% over the water utility's present revenues. If the request is granted, the water bill for general service for an average residential customer with a 3/8-inch or 3/4-inch meter who uses 3,000 gallons of water per month will increase from \$16.50 to \$17.90, or 8%. When the public fire protection charge is included, the total monthly water bill for an average residential customer will increase from \$20.06 to \$23.10, or 15%.

A telephonic public hearing on the application has been scheduled for Wednesday, August 20, 2013, at 10:00 a.m. in the Conference Room at the Sturgeon Bay Utilities, 230 East Vine Street, Sturgeon Bay, Wisconsin. Scheduling questions regarding this hearing may be directed to the PSCW at (608) 266-3766.

A person may testify in this proceeding without becoming a party and without attorney representation. A person may submit this testimony in one of the following ways:

- **Web Comment.** Go to the PSCW's web site at <http://psc.wi.gov>, click on the "Public Comments" button on the side menu bar. On the next page select the "File a comment" link that appears for docket number 5780-WR-104. Web comments shall be received no later than the day before the hearing.
- **Oral Comment.** Spoken testimony at the public hearing session.
- **Written Comment.** Instead of speaking at the hearing, write out a comment and submit it at the public hearing session.
- **Mail Comment.** All comments submitted by U.S. mail shall be received no later than the day before the hearing and shall be addressed to: Docket 5780-WR-104 Comments, Public Service Commission, P.O. Box 7854, Madison, WI 53707-7854.

The PSCW intends to webcast this hearing live on the PSCW's web site at <http://psc.wi.gov> under the "PSC Live Broadcast" button.

All documents in this docket are filed on the Commission's Electronic Regulatory Filing (ERF) system. To view these documents: (1) go to the Commission's web site at <http://psc.wi.gov>, (2) enter "5780-WR-104" in the box labeled "Link Directly to a Case," and (3) select "GO."

If you have any questions, please contact Jim Stawicki at (920) 746-2820.

STURGEON BAY UTILITIES
Customer Water Bill Comparison at Present and Proposed Rates

Customer Type	Meter Size (Inches)	Volume (1000 Gallons)	Monthly			Monthly Including Public Fire Protection			
			Bills at Old Rates	Bills at New Rates	Percent Change	Bills at Old Rates	Bills at New Rates	Percent Change	
Small Residential	5/8	1	\$ 10.50	\$ 11.30	8%	\$ 14.06	\$ 16.50	17%	
Average Residential	3/4	3	\$ 16.50	\$ 17.90	8%	\$ 20.06	\$ 23.10	15%	
Residential	3/4	5	\$ 22.50	\$ 24.50	9%	\$ 26.06	\$ 29.70	14%	
Residential	3/4	7	\$ 28.50	\$ 31.10	9%	\$ 32.06	\$ 36.30	13%	
Large Residential	3/4	10	\$ 37.50	\$ 41.00	9%	\$ 41.06	\$ 46.20	13%	
Commercial	3/4	25	\$ 77.25	\$ 87.50	13%	\$ 80.81	\$ 92.70	15%	
Commercial	3/4	50	\$ 143.50	\$ 165.00	15%	\$ 147.06	\$ 170.20	16%	
Commercial	1	75	\$ 212.75	\$ 245.90	16%	\$ 221.75	\$ 258.90	17%	
Public Authority	1 1/2	100	\$ 285.00	\$ 330.00	16%	\$ 303.00	\$ 356.00	17%	
Commercial	1 1/2	150	\$ 417.50	\$ 485.00	16%	\$ 435.50	\$ 511.00	17%	
Public Authority	2	200	\$ 557.50	\$ 649.00	16%	\$ 586.50	\$ 691.00	18%	
Industrial	1 1/2	250	\$ 682.50	\$ 795.00	16%	\$ 700.50	\$ 821.00	17%	
Commercial	2	400	\$ 1,052.50	\$ 1,234.00	17%	\$ 1,081.50	\$ 1,276.00	18%	
Industrial	1	600	\$ 1,499.00	\$ 1,768.40	18%	\$ 1,508.00	\$ 1,781.40	18%	
Commercial	3	800	\$ 1,984.50	\$ 2,348.00	18%	\$ 2,037.50	\$ 2,426.00	19%	
Commercial	4	1,000	\$ 2,459.50	\$ 2,917.00	19%	\$ 2,548.50	\$ 3,047.00	20%	
Industrial	6	5,500	\$ 11,042.50	\$ 13,082.00	18%	\$ 11,220.50	\$ 13,341.00	19%	
Industrial	4	6,000	\$ 11,959.50	\$ 14,167.00	18%	\$ 12,048.50	\$ 14,297.00	19%	
Public Fire Protection (Total Annual Charge)							\$ 404,380.00	\$ 541,859.40	34%
Public Fire Protection (Annual Municipal Charge)							\$ 104,649.00	\$ 104,649.00	0%
Public Fire Protection (Annual Direct Charges)							\$ 299,731.00	\$ 437,210.40	46%

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 07/16/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
LIABILITIES				
02289	GRACE BERGENE	PK SEC DEP REF OTUMBA - BERGEN	01-000-000-23162	50.00
16050	PALMER JOHNSON	PK SEC DEP REF OTUMBA-PALMER J	01-000-000-23162	50.00
19326	SOIL SPECIALIST	SO-020-12 SOIL SPEC	01-000-000-23160	660.00
19326		SO-028-12 SOIL SPEC	01-000-000-23160	315.00
19326		SO-029-12 SOIL SPEC	01-000-000-23160	347.00
19326		SOIL SPEC	01-000-000-44160	-5.00
IDLEWILD	IDLEWILD HERBS	06/13 FOOD SHARE PROG	01-000-000-21595	20.00
NAZE	G&J NAZE	07/06/13 FOOD SHARE REIMB	01-000-000-21595	10.00
R0000025	JIM NEWMAN	PK SEC DEP REF OTUMBA-NEWMAN	01-000-000-23162	50.00
R0000271	KATHY KRAUSS	PK SEC DEP REF SUNSET - KRAUSS	01-000-000-23162	50.00
R0000306	NAMI-DC	PK SEC DEP REF OTUMBA-NAMI	01-000-000-23162	50.00
R0000561	NEIGHBOR TO NEIGHBOR	PK SEC DEP REF SUNSET-NEIGHBOR	01-000-000-23162	50.00
R0000568	PENNY WARWICK	PK SEC DEP REF SUNSET-WARWICK	01-000-000-23162	50.00
R0000701	MARY BOSMAN	PK SEC DEP REF OTUMBA-M.BOSMAN	01-000-000-23162	50.00
R0000702	SUE HERLAND	PK SEC DEP REF OTUMBA -HERLAND	01-000-000-23162	50.00
R0000784	GINA HARTL	PK SEC DEP REF SUNSET-HARTL	01-000-000-23162	50.00
R0000888	LAURA RODRIQUEZ	PK SEC DEP REF OTUMBA-L.RODRIG	01-000-000-23162	50.00
R0000915	DOOR COUNTY SAIL & P.SQUADRON	PK SEC DEP REF SUNSET-DC SAIL	01-000-000-23162	50.00
R0000984	CHARLES BORDEAU	06/30/13 REIMB FOOD SHARE	01-000-000-21595	52.00
R0000984		07/06/13 REIMB FOOD SHARE	01-000-000-21595	138.00
R0000985	SULLYS THUMBS UP PRODUCE	06/13 FOOD SHARE PROG	01-000-000-21595	66.00
R0000985		07/06/13 FOOD SH REIMB	01-000-000-21595	39.00
R0000991	SPERBER FARMS	06/13 FOOD SHARE PROG	01-000-000-21595	19.00
R0000991		07/06/13 FOOD SH REIMB	01-000-000-21595	21.00
R0001001	RENARDS CHEESE	07/06/13 FOOD SH REIMB	01-000-000-21595	29.00
R0001060	NBAA, LLC	PK SEC DEP REF SAWYER - NBAA	01-000-000-23162	50.00
R0001068	JEANNA & GARY GRAHL	PK SEC DEP REF CHERR- J.GRAHL	01-000-000-23162	50.00
R0001069	MARCIA KRITZLER-EGELAND	PK SEC DEP REF SAWYER-KRITZLER	01-000-000-23162	50.00
R0001070	AMANDA HATTON	PK SEC DEP REF SUNSET-HATTON	01-000-000-23162	50.00
R0001071	EXCEL DRIVING CENTER LLC	PK SEC DEP REF SUNSET-EXCEL	01-000-000-23162	50.00
R0001072	ANDREA HANSON	PK SEC DEP REF CHERRY - HANSON	01-000-000-23162	50.00
R0001073	JANE HENSLEY	PK SEC DEP REF OTUMBA -HENSLEY	01-000-000-23162	50.00
R0001074	RANDALL MANGES	06/13 FOOD SHARE PROG	01-000-000-21595	16.00
R0001074		07/06/13 FOOD SHARE REIMB	01-000-000-21595	12.00
R0001075	PAT'S PATCH ORGANIC PRODUCE	06/13 FOOD SHARE PROG	01-000-000-21595	60.00
R0001075		07/06/13 FOOD SHARE REIMB	01-000-000-21595	51.00
R0001076	JOHN & PATRICIA BAUR	PK SEC DEP REF SAWYER - BAUR	01-000-000-23162	50.00
R0001077	ELLEN ELLINGSSEN	PK SEC DEP REF SUNSET - ELLING	01-000-000-23162	50.00
R0001078	LORI VOEKS	PK SEC DEP REF OTUMBA-VOEKS	01-000-000-23162	50.00
STAATS	MARJORIE STAATS	07/06/13 FOOD SH REIMB	01-000-000-21595	22.00

TOTAL LIABILITIES 2,972.00

TOTAL GENERAL FUND 2,972.00

MAYOR

04696	DOOR COUNTY TREASURER	06/13 INTERNET	01-100-000-56700	2.70
-------	-----------------------	----------------	------------------	------

TOTAL 2.70

TOTAL MAYOR 2.70

INVOICES DUE ON/BEFORE 07/16/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
16555	PINKERT LAW FIRM, LLP	MAY/JUNE 2013 GRN LEGAL	01-110-000-55010	2,901.50
16555		MAY/JUNE 2013 LEGAL	01-110-000-55010	948.00
		TOTAL		3,849.50
		TOTAL LAW/LEGAL		3,849.50
CITY CLERK-TREASURER				
04696	DOOR COUNTY TREASURER	06/13 INTERNET	01-115-000-56700	10.90
17700	QUILL CORPORATION	LAMINATING POUCH, LABELS, GLUE	01-115-000-51950	120.13
ABR	ABR EMPLOYMENT SERVICES	TEMP SVC 06/17-06/21/13	01-115-000-58999	620.00
ABR		TEMP SVC 06/24/13-06/28/13	01-115-000-58999	620.00
MEISNER	STEVE MEISNER	SUBPEONA FEES & MILEAGE	01-115-000-56350	56.92
		TOTAL		1,427.95
		TOTAL CITY CLERK-TREASURER		1,427.95
ADMINISTRATION				
04696	DOOR COUNTY TREASURER	06/13 INTERNET	01-120-000-56700	2.70
		TOTAL		2.70
		TOTAL ADMINISTRATION		2.70
COMPUTER				
04696	DOOR COUNTY TREASURER	06/13 TECH SUPPORT	01-125-000-55550	2,500.00
		TOTAL		2,500.00
		TOTAL COMPUTER		2,500.00
CITY ASSESSOR				
04696	DOOR COUNTY TREASURER	06/13 INTERNET	01-130-000-56700	5.40
ASSO APP	ASSOCIATED APPRAISAL	07/16/13 CONTRACT	01-130-000-55010	1,245.83
		TOTAL		1,251.23
		TOTAL CITY ASSESSOR		1,251.23
BUILDING/ZONING CODE ENFORCEMENT				
04696	DOOR COUNTY TREASURER	06/13 INTERNET	01-140-000-56700	2.70
09223	INDEPENDENT INSPECTIONS, LTD	06/13 PERMITS	01-140-000-55010	3,260.51
		TOTAL		3,263.21
		TOTAL BUILDING/ZONING CODE ENFORCEMENT		3,263.21

INVOICES DUE ON/BEFORE 07/16/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
MUNICIPAL SERVICES ADMIN.				
04696	DOOR COUNTY TREASURER	06/13 INTERNET	01-145-000-56700	5.40
		TOTAL		5.40
		TOTAL MUNICIPAL SERVICES ADMIN.		5.40
PUBLIC WORKS ADMINISTRATION				
04696	DOOR COUNTY TREASURER	06/13 INTERNET	01-150-000-56700	6.75
		TOTAL		6.75
		TOTAL PUBLIC WORKS ADMINISTRATION		6.75
CITY HALL				
08280	HILL BUILDING MAINTENANCE INC	JUNE 2013 CLEANING SVC	01-160-000-55300	590.00
19880	STURGEON BAY UTILITIES	421 MICHIGAN ST	01-160-000-56150	4,045.40
19880		421 MICHIGAN ST	01-160-000-58650	184.46
APPL	WARNER WEXEL LLC	4.4 C FT REFRIGERATOR	01-160-000-54999	209.99
VIKING	VIKING ELECTRIC SUPPLY, INC	SEALENT	01-160-000-51850	12.21
		TOTAL		5,042.06
		TOTAL CITY HALL		5,042.06
INSURANCE				
BH	BURKART HEISDORF INSURANCE	07/13 MACHINERY CREDIT	01-165-000-55250	-80.00
BH		07/13 GENERAL LIABILITY	01-165-000-56400	8,051.00
BH		07/13 WORKERS COMP	01-165-000-58750	14,403.00
		TOTAL		22,374.00
		TOTAL INSURANCE		22,374.00
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	06/13 PHONE CHARGES-CH	01-199-000-58200	116.76
04696		06/13 PHONE CHARGES-PD	01-199-000-58200	92.39
04696		06/13 PHONE CHARGES-FD	01-199-000-58200	25.86
04696		06/13 PHONE CHARGES-MS	01-199-000-58200	51.94
08167	GANNETT WISCONSIN NEWSPAPERS	JUNE 2013 ADS	01-199-000-57450	224.40
08167		JUNE 2013 CC MINUTES	01-199-000-57450	162.24
08167		JUNE 2013 OPEN BOOK	01-199-000-57450	57.75
08167		PH NOTICE - PROP REZON IND PK	01-199-000-57450	31.40
08167		PH NOTICE - NOTICE OF FINDINGS	01-199-000-57450	138.96
16555	PINKERT LAW FIRM, LLP	3RD PTY JUNE 2013-C. JEANQUART	01-199-000-51525	276.00
		TOTAL		1,177.70
		TOTAL GENERAL EXPENDITURES		1,177.70

INVOICES DUE ON/BEFORE 07/16/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
POLICE DEPARTMENT				
04696	DOOR COUNTY TREASURER	06/13 INTERNET	01-200-000-56700	37.80
CREATIVE	CREATIVE PRODUCT SOURCE, INC	BADGE STICKERS - KIDS	01-200-000-51600	224.25
US BANK	US BANK EQUIPMENT FINANCE	RICOH COPIER MAINT	01-200-000-55650	181.00
TOTAL				443.05
TOTAL POLICE DEPARTMENT				443.05
POLICE DEPARTMENT/PATROL				
02208	BAYCOM INC.	EQUIP RE: NEW POLICE VEHICLE	01-215-000-58600	375.00
03075	CARQUEST OF DOOR COUNTY	BATTERY	01-215-000-58600	179.52
03075		BATTERY WARRANTY	01-215-000-58600	158.69
03075		BATTERY	01-215-000-58600	-158.69
03075		BATTERY	01-215-000-58600	86.93
04575	DOOR COUNTY HARDWARE	ELEC TAPE, WRAP, SEAL, COPPER	01-215-000-54999	31.43
04575		SUPER GLUE	01-215-000-54999	3.99
04575		ANT BAIT	01-215-000-54999	8.49
21450	THE UNIFORM SHOPPE	UNIFORM ALLOW - ALBERTSON	01-215-000-52900	174.35
21450		UNIFORM ALLOW - ZAGER	01-215-000-52900	22.20
23828	WITT PENINSULA FORD LINCOLN	RECH A/C SYSTEM	01-215-000-58600	132.63
23828		REPL 4 TIRE / RIMS	01-215-000-58600	20.00
23828		REPL HEATER DR BLD, SENSOR LT	01-215-000-58600	542.71
23828		LOF, WHEEL ALGN	01-215-000-58600	99.90
23828		LOF, REPL CONT ARMS, BALL JTS	01-215-000-58600	617.50
R0000760	UNIFORM & ACCS WAREHOUSE	8 REFLECTIVE DUTY VESTS	01-215-000-52900	137.91
TOTAL				2,432.56
TOTAL POLICE DEPARTMENT/PATROL				2,432.56
POLICE DEPT. / INVESTIGATIONS				
ACCURINT	LEXISNEXIS	JULY - SEPT 13 CONTRACT FEE	01-225-000-57950	240.00
TOTAL				240.00
TOTAL POLICE DEPT. / INVESTIGATIONS				240.00
FIRE DEPARTMENT				
01766	AURORA MEDICAL GROUP	HEARING TESTS & NEW FF PHYSICL	01-250-000-57100	606.00
01770	MATT AUSTAD	SAFETY SHOE ALLOWANCE	01-250-000-52900	108.00
02001	RED THE UNIFORM TAYLOR	UNIF ALLOW - HANSON	01-250-000-52900	63.87
02275	BENDLIN FIRE EQUIPMENT	REPAIR SCBA	01-250-000-56250	137.60
02275		LITE BOX LANTERNS	01-250-000-51350	210.00
03159	CHARTER COMMUNICATIONS	WEST SIDE FD CABLE	01-250-000-54999	6.99
04545	DOOR COUNTY COOPERATIVE	AIR CONDITIONER FILTERS	01-250-000-54999	9.58
04696	DOOR COUNTY TREASURER	06/13 INTERNET	01-250-000-56700	16.20
13842	MOTOROLA	PAGER REPAIR	01-250-000-57550	78.00
18448	RENNERTS FIRE EQUIP SER INC	2 PERIMETER LIGHTS UNIT#8	01-250-000-53000	282.25
19880	STURGEON BAY UTILITIES	421 MICHIGAN ST	01-250-000-56675	53.00
19880		421 MICHIGAN ST TRUCK FILL	01-250-000-56675	36.00

INVOICES DUE ON/BEFORE 07/16/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
19880		MEM FLD SPRINKLER	01-250-000-56675	29.00
19880		MEMORIAL 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 BAY SHIP PIT	01-250-000-56675	29.00
19880		N MADISON AVE SPRINKLG	01-250-000-56675	9.00
19880		PENNSYLVANIA 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 MARINA/RSTRM	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 CITY MARINA	01-250-000-56675	29.00
19880		52 VACANT LOTS	01-250-000-56675	555.36
19880		N 7TH PL GARLAND PARK	01-250-000-56675	3.56
O'REILLY	O'REILLY AUTO PARTS	RETURN SWAY BAR	01-250-000-53000	-23.42
O'REILLY		BATTERY MAINTAINER UNIT #3	01-250-000-53000	64.99
		TOTAL		11,152.30
		TOTAL FIRE DEPARTMENT		11,152.30
STORM SEWERS				
10750	PREMIER CONCRETE INC	STORM BASIN REP-CONCR & SEALER	01-300-000-51150	99.30
		TOTAL		99.30
		TOTAL STORM SEWERS		99.30
SOLID WASTE MGMT/SPRING/FALL				
DC WASTE	DOOR COUNTY WASTE & RECYCLING	LARGE ITEM COL. 6.78 TONS REFU	01-311-000-58400	393.84
		TOTAL		393.84
		TOTAL SOLID WASTE MGMT/SPRING/FALL		393.84
STREET SWEEPING				
02844	BRUCE MONICIPAL EQUIPMENT INC	FUEL GUAGE SENDING UNIT	01-330-000-51400	77.95
02844		GASKET	01-330-000-51400	1.16
02844		SHPG	01-330-000-51400	14.08
		TOTAL		93.19
		TOTAL STREET SWEEPING		93.19
WEED ABATEMENT				
19070	SCHARTNER IMPLEMENT INC	2 VALVE ASSBLY'S	01-340-000-51400	304.61
		TOTAL		304.61

INVOICES DUE ON/BEFORE 07/16/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
			TOTAL WEED ABATEMENT	304.61
ROADWAYS/STREETS				
11800	KRUEGER IMPLEMENT INC	BAR & CHAIN	01-400-000-51400	58.40
11800		CHAIN SAW BAR AND CHAIN	01-400-000-51400	58.49
20725	T R COCHART TIRE CENTER	REPAIR FLAT, BOOT	01-400-000-51400	36.50
		TOTAL		153.39
		TOTAL ROADWAYS/STREETS		153.39
STREET SIGNS AND MARKINGS				
04276	DIAMOND VOGEL PAINT CENTER	5 GAL WH PAINT	01-420-000-52100	651.00
19275	SHERWIN WILLIAMS	LUBE FOR PAINT MACHINE	01-420-000-52100	17.98
		TOTAL		668.98
		TOTAL STREET SIGNS AND MARKINGS		668.98
CURB/GUTTER/SIDEWALK				
10750	PREMIER CONCRETE INC	CONCR SDWK @ 4TH & LOUISIANA	01-440-000-51200	767.00
13133	MARTELL CONSTRUCTION INC	400 LF SIDEWALK EXP - JOINT MT	01-440-000-54999	120.00
		TOTAL		887.00
		TOTAL CURB/GUTTER/SIDEWALK		887.00
STREET MACHINERY				
03075	CARQUEST OF DOOR COUNTY	SHOP SUPPLIES	01-450-000-52700	26.59
03075		SHOP STOCK SUPPLIES	01-450-000-53000	35.72
06005	FABCO EQUIPMENT INC	REPL TIE ROD ENDS & SOCKET ASY	01-450-000-53000	1,017.71
06012	FASTENAL COMPANY	STOCK PARTS - STREET MACHINERY	01-450-000-52150	169.04
20725	T R COCHART TIRE CENTER	REPAIR FLAT, ORING	01-450-000-53000	55.00
20725		REPAIR FLAT, SEALANT	01-450-000-53000	78.00
QUALITY	QUALITY TRUCK CARE CENTER INC	SHIFTER KNOB	01-450-000-53000	382.20
		TOTAL		1,764.26
		TOTAL STREET MACHINERY		1,764.26
CITY GARAGE				
01766	AURORA MEDICAL GROUP	PRE EMP DRG & AL TEST--SEASONAL	01-460-000-57100	276.00
01766		MRO REVIEWS	01-460-000-57100	40.00
04545	DOOR COUNTY COOPERATIVE	DEHUMIDIFIER	01-460-000-54999	209.95
18950	SAFETY-KLEEN CORP	SERVICE PARTS WASHER	01-460-000-58999	220.97

INVOICES DUE ON/BEFORE 07/16/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
WARNER	WARNER-WEXEL WHOLESALE &	1 CASE TOWELING	01-460-000-54999	23.49
		TOTAL		770.41
		TOTAL CITY GARAGE		770.41
CELEBRATION & ENTERTAINMENT				
06012	FASTENAL COMPANY	ZIP TIES	01-480-000-51550	8.16
		TOTAL		8.16
		TOTAL CELEBRATION & ENTERTAINMENT		8.16
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE SIGN	01-499-000-58000	12.85
19880		1536 EGG HBR RD TRAFFIC LIT	01-499-000-58000	24.40
19880		N 14TH & EGG HBR TRAFIC LITE	01-499-000-58000	35.80
19880		W S TRAFFIC LIGHTS	01-499-000-58000	163.80
19880		ORNAMENTAL STREET LIGHTS	01-499-000-58000	5,792.42
19880		OVERHEAD ST LIGHTS	01-499-000-58000	8,575.09
19880		WALNUT DR & LANSING SIGN	01-499-000-58000	9.04
19880		EAST SIDE DOCK	01-499-000-58000	47.78
19880		SHIPYARD DEVELOP LITES	01-499-000-58000	69.86
19880		OLD HWY RD SIGN	01-499-000-58000	11.76
		TOTAL		14,742.80
		TOTAL HIGHWAYS - GENERAL		14,742.80
PARK & RECREATION ADMIN				
02435	BISSEN ASPHALT LLC	SAND FOR KICK OFF TO SUMMER	01-500-000-52250	135.58
04696	DOOR COUNTY TREASURER	06/13 INTERNET	01-500-000-56700	4.05
15890	PACK AND SHIP PLUS	2 LAWN SIGNS	01-500-000-52250	64.00
23200	WDOR	SC FARM MKT	01-500-000-57450	22.00
23200		SC FARM MKT/HARMONY	01-500-000-57450	1,056.00
CASE COM	CASE COMMUNICATIONS	JUNE 2013 ADVERTISING	01-500-000-57450	196.00
WILL ENT	WILL ENTERPRISES	T-SHIRTS - KICK OFF TO SUMMER	01-500-000-52250	394.33
		TOTAL		1,871.96
		TOTAL PARK & RECREATION ADMIN		1,871.96
PARKS AND PLAYGROUNDS				
02480	BONNIE BROOKE GARDENS LLC	OTUMBA PARK FLOWER POTS	01-510-000-51750	89.63
03075	CARQUEST OF DOOR COUNTY	AIR FILTER FOR CASE TRACTOR	01-510-000-53000	10.20
04545	DOOR COUNTY COOPERATIVE	DRILL BITS	01-510-000-52700	4.31
04545		DRILL BITS	01-510-000-52700	12.93
08225	HERLACHE SMALL ENGINE	SPRING FOR SNAPPER MOWER	01-510-000-51400	3.90

INVOICES DUE ON/BEFORE 07/16/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
11800	KRUEGER IMPLEMENT INC	STRING TRIMMER REPAIR	01-510-000-52700	46.65
12100	LAMPERT YARDS INC	PLYWOOD AND TRIM FOR SIGNS	01-510-000-51800	33.79
12100		SIGN SCREWS	01-510-000-52550	6.49
13049	MAY'S SPORT CENTER	6 BLADES FOR MOWERS	01-510-000-51900	132.54
13049		SERVICE CALL RE: TORO MOWER	01-510-000-53000	126.02
19880	STURGEON BAY UTILITIES	MEM FLD SPRINKLER	01-510-000-58650	24.00
19880		MEMORIAL WARMING HOUSE	01-510-000-56150	187.12
19880		MEMORIAL WARMING HOUSE	01-510-000-58650	377.37
19880		MEM FLD PARKING LOT	01-510-000-56150	12.28
19880		GIRLS LITTLE LEAGUE	01-510-000-56150	534.63
19880		GIRLS LITTLE LEAGUE	01-510-000-58650	148.64
19880		3RD & OREGON MARTIN PARK	01-510-000-56150	19.79
19880		N 7TH PL GARLAND PARK	01-510-000-56150	8.24
19880		N 7TH PL GARLAND PARK	01-510-000-58650	46.30
19880		FLAG LGT 5TH & MICH	01-510-000-56150	38.10
38290	HI TEC FABRICATION	STRAIGHTEN PARTS	01-510-000-54999	60.00
VIKING	VIKING ELECTRIC SUPPLY, INC	1 4 POLE BULB	01-510-000-54999	20.30
VIKING		1 4 POLE BULB	01-510-000-54999	20.30
WARNER	WARNER-WEXEL WHOLESALE &	2 CASES TP, 1 CASE LINERS	01-510-000-51850	104.16
WARNER		FOAM CL, BOWL CL, TWLS, BLCKS	01-510-000-51850	155.53
WEYERS	WEYERS EQUIPMENT, INC	BELT FOR MOWER	01-510-000-51900	27.93

TOTAL 2,251.15

TOTAL PARKS AND PLAYGROUNDS 2,251.15

BALLFIELDS

04545	DOOR COUNTY COOPERATIVE	W SIDE FIELD FENCING MATERIAL	01-520-000-51450	170.98
12100	LAMPERT YARDS INC	SIGN PLYWOOD	01-520-000-54999	36.08
12100		CEDAR FOR SIGNS	01-520-000-54999	37.19
12100		CEDAR FOR SIGNS	01-520-000-54999	24.79
20900	TRU GREEN CHEMLAWN	WEED & FEED AP	01-520-000-56500	83.00
20900		WEED & FEED AP	01-520-000-56500	78.00
20900		WEED & FEED AP	01-520-000-56500	78.00
20900		WEED & FEED AP	01-520-000-56500	78.00
20900		WEED & FEED AP	01-520-000-56500	103.00
20900		WEED & FEED AP	01-520-000-56500	63.00
20900		WEED & FEED AP	01-520-000-56500	126.60
20900		WEED & FEED AP	01-520-000-56500	156.14

TOTAL 1,034.78

TOTAL BALLFIELDS 1,034.78

MUNICIPAL DOCKS

WARNER	WARNER-WEXEL WHOLESALE &	2 CASES BLEACH	01-550-000-51850	24.58
--------	--------------------------	----------------	------------------	-------

TOTAL 24.58

TOTAL MUNICIPAL DOCKS 24.58

INVOICES DUE ON/BEFORE 07/16/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
WATER WEED MANAGEMENT				
02206	BAY MARINE	LAUNCH FAST TRANSPORT	01-560-000-58999	181.50
03025	CAPTAIN COMMODES INC	PORT-A-POTTI RENTAL BVB, MS, M	01-560-000-58999	460.00
03075	CARQUEST OF DOOR COUNTY	DIESEL ADDITIVE FOR HARVESTERS	01-560-000-51650	188.40
09250	INLAND LAKE HARVESTERS INC	OVERRIDE SWITCH	01-560-000-51400	112.08
TOTAL				941.98
TOTAL WATER WEED MANAGEMENT				941.98
WATERFRONT PARKS & WALKWAYS				
02480	BONNIE BROOKE GARDENS LLC	LOUISIANA ST - TREES	01-570-000-51750	146.75
19880	STURGEON BAY UTILITIES	W LARCH ST WALKWAY LTS	01-570-000-56150	87.01
19880		W LARCH ST PARKING LOT	01-570-000-56150	27.63
19880		PENNSYLVANIA ST DOCK	01-570-000-58650	15.00
19880		48 KENTUCKY ST WTR FRT	01-570-000-56150	216.26
19880		107 N 1ST AVE MARINA/RSTRM	01-570-000-56150	402.62
19880		107 N 1ST AVE MARINA/RSTRM	01-570-000-58650	72.36
19880		N 1ST AVE CITY PARKING RAMP	01-570-000-56150	209.81
19880		48 KENTUCKY ST DOCK	01-570-000-58650	10.50
19880		48 KENTUCKY ST CITY MARINA	01-570-000-58650	39.00
TOTAL				1,226.94
TOTAL WATERFRONT PARKS & WALKWAYS				1,226.94
EMPLOYEE BENEFITS				
13500	THE MINNESOTA LIFE INSURANCE	07/13 LIFE INSURANCE-CITY	01-600-000-50552	715.39
13500		07/13 LIFE INS - EMPLOYEE	01-600-000-50552	945.52
TOTAL				1,660.91
TOTAL EMPLOYEE BENEFITS				1,660.91
COMMUNITY & ECONOMIC DEVLPMT				
04696	DOOR COUNTY TREASURER	06/13 INTERNET	01-900-000-56700	5.40
TOTAL				5.40
TOTAL COMMUNITY & ECONOMIC DEVLPMT				5.40
TOTAL GENERAL FUND				87,046.75
CAPITAL FUND				
GENERAL EXPENDITURES				
DORNER	DORNER, INC	SBU - 4TH AVE & OAK ST RECON	10-199-000-51525	70,716.97
TOTAL				70,716.97
TOTAL GENERAL EXPENDITURES				70,716.97

INVOICES DUE ON/BEFORE 07/16/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
PATROL				
23828	WITT PENINSULA FORD LINCOLN	2014 SUV POLICE INCEPTOR	10-215-000-59035	29,279.00
23828		2014 INCEPTOR LICENSING	10-215-000-59035	70.50
		TOTAL		29,349.50
		TOTAL PATROL		29,349.50
ROADWAYS/STREETS				
EXPENSE				
PETERS	PETERS CONCRETE CO	4TH AVE RETAINAGE	10-400-000-59095	569.43
		TOTAL EXPENSE		569.43
ANNUAL RESURFACING & BASE REP.				
DORNER	DORNER, INC	4TH AVE & OAK ST RECON	10-400-110-59095	59,673.97
		TOTAL ANNUAL RESURFACING & BASE REP.		59,673.97
		TOTAL ROADWAYS/STREETS		60,243.40
		TOTAL CAPITAL FUND		160,309.87
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
02975	CAMERA CORNER	TRIPOD	21-000-000-59070	1,515.00
03159	CHARTER COMMUNICATIONS	7/13 CB MUSIC SERVICE	21-000-000-56700	33.27
04696	DOOR COUNTY TREASURER	06/13 CTV INTERNET	21-000-000-56700	100.00
MANN	MANN COMMUNICATIONS, LLC	DVD DUPS MAY 2013	21-000-000-58999	45.00
MANN		CC PREV MAY 2013	21-000-000-58999	105.00
MANN		DVD DUPS JUNE 2013	21-000-000-58999	45.00
MANN		CC PREV JUNE 2013	21-000-000-58999	52.50
		TOTAL CABLE TV / GENERAL		1,895.77
		TOTAL CABLE TV / GENERAL		1,895.77
		TOTAL CABLE TV		1,895.77
TID #2 DISTRICT				
TID DISTRICT #2				
AG	AG EXCAVATING	SAWYER PK SIDEWALK P.REQ#3	25-320-000-59105	19,459.43
		TOTAL		19,459.43
		TOTAL TID DISTRICT #2		19,459.43
		TOTAL TID #2 DISTRICT		19,459.43
TID #3 DISTRICT				
TID #3 DISTRICT				

INVOICES DUE ON/BEFORE 07/16/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
TID #3 DISTRICT				
16555	PINKERT LAW FIRM, LLP	T3 LEGAL MAY & JUNE 2013	27-330-000-55001	542.00
		TOTAL		542.00
		TOTAL TID #3 DISTRICT		542.00
		TOTAL TID #3 DISTRICT		542.00
TID #4 DISTRICT				
TID #4 DISTRICT				
16555	PINKERT LAW FIRM, LLP	MAY/JUNE 2013 LEGAL T4	28-340-000-55001	1,054.00
VANDEW	VANDEWALLE & ASSOCIATES, INC	PROF SVC THRU 06/20/13	28-340-000-58999	16,497.17
		TOTAL		17,551.17
		TOTAL TID #4 DISTRICT		17,551.17
		TOTAL TID #4 DISTRICT		17,551.17
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
06012	FASTENAL COMPANY	GARBAGE TRK REFLECTIVE TAPE	60-000-000-53000	165.72
DC WASTE	DOOR COUNTY WASTE & RECYCLING	06/13 75.32 TONS RECYCLING	60-000-000-58350	992.73
DC WASTE		06/13 197.39 TONS REFUSE	60-000-000-58300	11,462.59
		TOTAL SOLID WASTE ENTERPRISE FUND		12,621.04
		TOTAL SOLID WASTE ENTERPRISE FUND		12,621.04
		TOTAL SOLID WASTE ENTERPRISE		12,621.04
		TOTAL ALL FUNDS		299,426.03

MANUAL CHECKS

WPPI	\$88,570.31
07/01/13	
Check #72837	
Health and Dental Insurance	
Various Departmental Health and Dental Insurance Accounts	

TOTAL MANUAL CHECKS	\$ 88,570.31
----------------------------	---------------------

INVOICES DUE ON/BEFORE 07/16/2013

VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE

SUMMARY OF FUNDS:

GENERAL FUND	175,046.75	175,617.06
CAPITAL FUND	160,309.87	
CABLE TV	1,895.77	
TID #2 DISTRICT	19,459.43	
TID #3 DISTRICT	542.00	
TID #4 DISTRICT	17,551.17	
SOLID WASTE ENTERPRISE	12,621.04	
TOTAL --- ALL FUNDS	299,426.03	387,996.34

Conny B. Wilgus 7/9/13
[Signature] 7/9/13
[Signature] 7/9/13

Common Council
July 2, 2013

A meeting of the Common Council was called to order by Mayor Birmingham at 8:00PM. The Pledge of Allegiance was recited. Roll Call: Ald. Wiegand, Vandertie, Ireland, Wiesner, Stutting, Fett and Schlicht present.

Schlicht/Wiesner to adopt the agenda. Carried

Stutting/Schlicht to approve bills: General Fund – \$65,583.66, Capital Fund - \$6,910.09, Cable TV - \$4,490.00, TID #2 - \$363.00, Solid Waste Enterprise - \$4,374.26 and Revolving Loan Fund - \$40,000.00 for a grand total of \$121,721.01. Roll Call: all voted Aye. Carried

Fett/Schlicht to approve the consent agenda:

- a) Approval of 6/18/13 regular Common Council minutes.
- b) Approval of the following minutes:
 - (1) Bicycle & Pedestrian Advisory Board – 6/6/13
 - (2) Zoning Board of Appeals – 6/10/13
 - (3) Parking & Traffic Committee – 6/17/13
 - (4) Finance/Purchasing & Building Committee – 6/18/13
 - (5) Board of Public Works – 6/18/13
 - (6) City Plan Commission – 6/19/13
 - (7) Aesthetic Design & Site Plan Review Board – 6/24/13
- c) Place following report on file:
 - (1) Bank Reconciliation – May 2013
 - (2) Revenue & Expense Report – May 2013
- d) Consideration of: Approval of Beverage Operator licenses.
- e) Consideration of: Approval of Temporary Class B Beer licenses.
- f) Consideration of: Approval of Temporary Class B Beer and Class B Wine license.
- g) Consideration of: Exception to noise ordinance request from Door County Fair from July 31, 2013 – August 4, 2013.
- h) Consideration of: Exception to noise ordinance request from Kitty O'Reilly's Irish Pub for July 27, 2013.

- i) Parking & Traffic Committee recommendation re: Children At Play Sign be installed on Clay Bank Road at a point near 1956 Clay Banks Road.
- j) Parking & Traffic Committee recommendation re: Placing a Handicapped Parking stall in front of Pinkert Law Firm at 454 Kentucky Street.

All voted Aye. Carried

There were no Mayoral Appointments.

Motion Schlicht, second Wiesner for the First reading to Rezone property owned by the City of Sturgeon Bay, located along the west side of S. Neenah Avenue, from Agricultural (A) to Light Industrial (I-1A.) All voted Aye. Carried

Motion Wiegand, second Schlicht for the Finance/Purchasing & Building Committee recommendation to Award the contract to Foth Infrastructure and Environmental for engineering services for Bradley Lake in the amount of \$22,900.00. All voted Aye. Carried

Committee Chairperson Reports:

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

There were no public comments on non-agenda items.

Mayor Birmingham commented that many motor vehicle operators are failing to stop for ignoring pedestrians in crosswalks. The mayor stated that the Police Department will be focusing on enforcement of this law during the month of July.

Wiesner/Ireland to adjourn. Carried. The meeting adjourned at 8:13PM.

Respectfully submitted,


Stephen B. McNeil
City Administrator

**Harbor Commission Meeting
June 24, 2013**

A meeting of the Harbor Commission was called to order by Chairperson Nault at 4:02 p.m. in Council Chambers, City Hall, 421 Michigan Street. Members Gary Nault, Paul Mickelson, Randy Morrow and Steve Propsom were present. Members Stewart Fett, Robert Spude, and Matt Felhofer were excused. Also present were Municipal Services Director Bordeau, City Administrator McNeil and Municipal Services Assistant Lenius.

Moved by Mr. Propsom, second by Mr. Mickelson to adopt the following agenda:

1. Roll Call
2. Adoption of Agenda
3. Public Comment
4. Discussion of: Waterweed Cutting Equipment
5. Adjourn

Carried.

Nobody spoke during public comment.

Discussion of: Waterweed Cutting Equipment – The members of the commission and other members attending the meeting left the Council Chambers at City Hall at 4:07 P.M. to visit the site where the weed cutting equipment is stored at Sturgeon Bay Yacht Club Dock, 600 Nautical Drive for the sole purpose of gathering information. They returned to Council Chambers 4:41 P.M.

Mr. Bordeau gave an overview of the equipment used for waterweed cutting which includes three weedcutters and one transport. All of the equipment is over 10 years old and were purchased with WI DNR 50/50 grant funding that requires the City to keep the equipment at least 10 years. He also stated that new equipment would cost over \$100,000 and even if the department applied for a matching grant from the DNR, currently the city does not have \$50,000 in the capital budget to consider replacing any of the equipment.

Jane Dauffenbach, President of Aquarius Systems, stated she has been working with Sturgeon Bay for many years and any of the equipment the City currently has should hold approximately 25% of its value if sold. She also stated that the grants funded by the DNR Waterweed Commission have moved towards funding 40% to 45% of matching grants to try to fund more projects. Ms. Dauffenbach also explained some of the new equipment that would be available which include a high-speed boat to pick up floaters, a pontoon style harvester and a smaller harvester.

Discussion took place on the pros and cons of the various equipment. Mr. Bordeau stated that if he were to choose the order of equipment to replace, his first choice would be the small Aquarius model, his second choice would be the Inland Lake model and this last choice was the large Aquarius model. Mr. Morrow suggested the department put together a cost analysis for new equipment verses the amount we are paying annually for the upkeep of the old equipment.

Moved by Mr. Mickelson, second by Mr. Morrow to adjourn. All in favor. Meeting adjourned at 5:34 p.m.

Respectfully Submitted,



Jennifer Lenius

Municipal Services Assistant

FINANCE/PURCHASING & BUILDING COMMITTEE
June 25, 2013

A meeting of the Finance/Purchasing & Building Committee was called to order at 7:01 p.m. by Chairperson Stutting in Council Chambers, City Hall. Roll call: Alderperson Stutting, Alderperson Wiegand and Alderperson Schlicht were present. Also present: Door County Economic Development Corporation Executive Director Bill Chaudoir, City Administrator McNeil, Finance Director/City Treasurer Clarizio, City Clerk/Human Resources Director Reinhardt, Community Development Director Olejniczak, Police Chief Porter, Rose Wodack and Deputy Clerk/Treasurer Spittlemeister.

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

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Reconsider the Disallowance of Claim Resolution approved by the Common Council Re: Rose Wodack Claim for Incident dated May 1, 2011.
4. Consideration of: Request from Sturgeon Bay Yacht Club for financial Support for the Venetian Night Fireworks.
5. Consideration of: Development agreement between the City of Sturgeon Bay and Christiaan Jeanquart.
6. Consideration of: Modifications to Development Agreement – Sunset Hill #2 (WireTech Redevelopment).
7. Consideration of: IPAD/Tablet Policy.
8. Review of unfinished business list.
9. Review bills.
10. Adjourn.

Carried.

Consideration of: Reconsider the Disallowance of Claim Resolution approved by the Common Council Re: Rose Wodack Claim for Incident dated May 1, 2011:

Rose Wodack, 421 N 4th Avenue, explained that a few years ago the City ran a video on one of the public access channels that show a police officer coming to her house to issue a citation for two dogs running at large. Ms. Wodack explained that she is deathly allergic to dogs and does not own one. This led to emotional distress and Ms. Wodack filed a claim against the City of Sturgeon Bay. Ms. Wodack is seeking compensation based on circumstances of the claim that was filed.

City Clerk/Human Resources Director Reinhardt stated that Ms. Wodack sent the claim directly to the City's insurance carrier, Midwest Claims. Midwest Claims conducted their own investigation and advised the City of Sturgeon Bay to disallow the claim. That Disallowance of Claim Resolution was approved by the Common Council at their April 3, 2012 meeting.

The Committee directed staff to obtain the claim by Rose Wodack sent in to Midwest Claims and the Police Department informational video for viewing at the next meeting. Moved by Alderperson Wiegand, seconded by Alderperson Schlicht to postpone this item until the next meeting. Carried.

Consideration of: Request from Sturgeon Bay Yacht Club for Financial Support for the Venetian Night Fireworks:

After a short discussion, it was moved by Alderperson Wiegand, seconded by Alderperson Schlicht to recommend to the Common Council to approve the request for a donation from the Sturgeon Bay Yacht Club for Venetian Night fireworks to be held on Saturday August 3, 2013, in the amount of \$500.00. Carried.

Consideration of: Development agreement between the City of Sturgeon Bay and Christiaan Jeanquart:

Mr. Chaudoir gave a brief explanation of the terms of the agreement and the amendments that have taken place throughout the years between the City of Sturgeon Bay and Christiaan Jeanquart. Mr. Chaudoir stated that Mr. Jeanquart has met all of the requirements of the development agreement. Moved by Alderperson Wiegand, seconded by Alderperson Schlicht to recommend to Common Council to declare the terms of the development agreement between the City of Sturgeon Bay and Christiaan Jeanquart, in regard to Lot/Tract 1-A in the Industrial Park, as satisfied in full. Carried.

Consideration of: Modifications to Development Agreement – Sunset Hill #2 (WireTech Redevelopment):

Community Development Director Olejniczak explained that the current Sunset Hill #2 (WireTech Redevelopment) agreement provides a down-payment assistance program to the first 9 homebuyers within the subdivision in the amount of \$5,000.00 each. This is a forgivable loan of \$1,000.00 for each year the homebuyer owns the home. Since this program has been invaluable in luring buyers for these homes, the developers and staff are proposing to extend this incentive for the remaining 8 homes.

The second amendment staff proposed would allow the City to waive the repayment of the last \$1,000.00 of the down-payment assistance for homeowners in the military/Coast Guard that get transferred prior to owning the home for the full five years.

The third amendment staff proposed would be to leave the metal privacy fence in place and extend to areas with a gap, instead of removing it after the house is built. Property owners could remove the fence if they choose.

Moved by Alderperson Schlicht, seconded by Alderperson Stutting to recommend to Common Council to approve the following three changes to the Sunset Hill #2 (WireTech Redevelopment) agreement between the City of Sturgeon Bay and "R"Van Rite Construction and Heritage Custom Homes:

- 1) Extend the down-payment assistance program for the remaining 8 homeowners in the amount of \$5,000.00 each.
- 2) Allow the waiving of the repayment of the last \$1,000.00 of the down-payment assistance for homeowners in the military/Coast Guard that get transferred.
- 3) Leave the metal privacy fence in place and extend to areas with a gap.

The motion was carried.

Consideration of: IPAD/Tablet Policy:

City Administrator McNeil introduced this item. He explained that policies from other Wisconsin municipalities were used in creating this draft policy. After discussion, committee members made a few changes to the policy. Including changes to eliminate redundancies, to allow Council Members to use the IPAD/Tablet in the event an electronic voting system was established, to allow Council members to obtain paper copies of an agenda, and to allow Council and staff members the opportunity to purchase the IPAD/Tablet at the depreciated value based on a 4 year useful life upon

their retirement/departure. The Committee asked that the revised policy be on the next Finance/Purchasing & Building Committee agenda.

The unfinished business list was reviewed.

Review bills:

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 7:52 p.m.

Respectfully submitted,



Laurie Spittlemeister
Deputy Clerk/Treasurer

PERSONNEL COMMITTEE

July 2, 2013

A meeting of the Personnel Committee was called to order By Chairperson Stutting at 7:30PM in the second floor conference room. Roll call: Members Vandertie, Fett and Stutting were present. Also present: Alderpersons Schlicht, City Administrator McNeil, Police Chief Porter and Captain Brinkman.

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

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Non-Union Step Based Salary System for Full-Time Police Assistant
4. Adjourn.

Motion approved.

Chairperson Stutting asked McNeil to explain the Non-Union Step System. McNeil described the system, steps and pay rates. He stated that the Police Assistant position was formerly a part-time position and accordingly was not part of the step system. All full time hourly administrative personnel are in the step system. Approval of this item will bring the Police Assistant position in line with other administrative positions. Motion by Fett for the Full Time Police Assistant to become part of the Non-Union Based Step Salary System. Second by Vandertie.

Motion approved.

Moved by Mr. Fett, seconded by Mr. Vandertie to adjourn.

Meeting adjourned at 7:51PM

Respectfully submitted,


Stephen B. McNeil
City Administrator

HISTORIC PRESERVATION COMMISSION

Wednesday, July 3, 2013

A meeting of the Historic Preservation Commission was called to order by Chairperson Shelly Kerwin at 12:09 p.m. in Council Chambers, City Hall, 421 Michigan Street.

Roll call: Members Shelly Kerwin, Dennis Statz, Eric Paulsen, and Nancy Emery were present. Member Chad Shefchik entered the meeting at 12:15 p.m. Excused: Member Elizabeth Bylaska. Absent: Member Ron Vandertie. Also present were Architect Marc Isaksen, John Brasch, and Community Development Secretary Cheryl Nault.

Adoption of agenda: Moved by Mr. Statz, seconded by Mr. Paulsen to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from October 23, 2012.
4. Consideration of: Facade changes to 41 N. 3rd Avenue.
5. Adjourn.

Carried.

Approval of minutes from October 23, 2012: Moved by Mr. Statz, seconded by Ms. Emery to approve the minutes from October 23, 2012. Carried.

Consideration of: Facade changes to 41 N. 3rd Avenue: Mr. Isaksen explained that Mr. Brasch, owner of 41 N. 3rd Avenue, would like to remodel the lower half of the building to make it more presentable and appealing to new tenants. The building contains 14,000 sq. ft., with 21 units. There would be no structural changes to the building. The windows and doors would remain the same. Four thin brick columns would be added to the front of the building. The main color would be light tan to match the stonework, with red/burgundy trim to match the trim on the upper half of the building. The existing barnboard shake above the windows will be removed and metal shake in an ironwood or charcoal color will be installed.

After a short discussion, it was moved by Mr. Statz, seconded by Mr. Paulsen to grant a certificate of appropriateness as presented, with colors as discussed. All ayes. Carried.

Adjourn: Moved by Mr. Paulsen, seconded by Mr. Statz to adjourn. Carried. Meeting adjourned at 12:25 p.m.

Respectfully submitted,



Cheryl Nault
Community Development Secretary

CITY OF STURGEON BAY
INSPECTION DEPARTMENT
June 30, 2013

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

June-13	YEAR TO DATE		June-13	YEAR TO DATE
3	6	ONE FAMILY DWELLINGS	275,415	618,869
0	0	TWO FAMILY DWELLINGS	-----	-----
0	0	MULTIPLE FAMILY DWELLINGS	-----	-----
0	0	DUPLEX CONVERTED TO TRI-PLEX	-----	-----
0	0	C.B.R.F.	-----	-----
0	2	RESIDENTIAL ADDITIONS	-----	84,000
5	23	RESIDENTIAL ALTERATIONS	42,200	168,740
1	2	RESIDENTIAL GARAGES/CARPORTS	9,500	29,500
1	3	RESIDENTIAL GARAGE ADDITIONS & ALTERATIONS	30,000	39,500
1	4	RESIDENTIAL STORAGE BUILDINGS	7,000	16,600
0	0	RESIDENTIAL SWIMMING POOLS	-----	-----
0	0	NON-RESIDENTIAL SWIMMING POOLS	-----	-----
1	2	NEW COMMERCIAL BUILDINGS	150,000	768,897
0	1	NON-RESIDENTIAL GARAGES & STORAGE BUILDINGS	-----	10,500
0	1	NON-RESIDENTIAL ADDITIONS	-----	763,000
4	19	NON-RESIDENTIAL ALTERATIONS	58,154	768,664
0	0	MUNICIPAL BUILDINGS	-----	-----
0	0	WAREHOUSES	-----	-----
0	0	FACTORY & SHOP	-----	-----
0	0	COMMUNICATION TOWER	-----	-----
0	0	SUBSTATION	-----	-----
0	0	AGRICULTURAL BUILDINGS	-----	-----
16	63	TOTAL ESTIMATED COST OF CONSTRUCTION	\$572,269	\$3,268,270

June-13	YEAR TO DATE	TOTAL PERMITS ISSUED	June-13	YEAR TO DATE
16	64	BUILDING PERMITS	1,092	8,535
17	71	ELECTRICAL PERMITS	1,009	6,168
6	26	PLUMBING PERMITS	398	2,173
6	33	HEATING PERMITS	405	3,220
6	102	SIGN PERMITS	180	3,060
0	3	MISCELLANEOUS PERMITS	-----	75
0	0	SUMP PUMP PERMITS	-----	-----
0	0	ELECTRICIAN LICENSES	-----	-----
0	0	EARLY STARTS	-----	-----
0	6	EROSION CONTROL	-----	650
0	0	STATE PLAN APPROVALS	-----	-----
1	4	PARK & PLAYGROUND PAYMENTS	300	1,200
3	7	WISCONSIN PERMIT SEALS	105	245
0	3	ZONING BOARD OF APPEALS APPLICATIONS	-----	900
0	2	ZONING CHANGES/P.U.D. APPLICATIONS	-----	850
0	1	PLAN COMMISSION - CONDITIONAL USES	-----	300
1	3	CERTIFIED SURVEY MAP REVIEWS	110	280
0	0	SUBDIVISION PLATTING REVIEW	-----	-----
0	0	MISCELLANEOUS REVENUE	-----	-----
0	0	(COPIES, POSTAGE, SALE OF MAPS, ETC.)	-----	-----
0	0	RESIDENTIAL BUILDINGS MOVED	-----	-----
0	2	NON-RESIDENTIAL BUILDINGS MOVED	-----	50
0	0	CHANGE OF USE	-----	-----
0	0	RESIDENTIAL OCCUPANCY FEES	-----	-----
1	4	COMMERCIAL OCCUPANCY FEES	50	200
0	0	PIER PERMIT	-----	-----
0	1	DEMOLITION	-----	50
0	0	REINSPECTION FEE	-----	-----
0	0	BLASTING	-----	-----
TOTAL RECEIPTS DEPOSITED WITH CITY TREASURER			\$3,649.01	\$27,956.00

Cheryl Nault
Cheryl Nault
Building Inspection Dept.

JUNE 2013 BANK RECONCILIATION

CHECKING ACCOUNTS

GENERAL FUND	WDF	TIF #3 WIRETECH	SNAP	GENERAL/CAPITAL FUND
BAYLAKE	BAYLAKE	BAYLAKE	BAYLAKE	INVESTMENTS
PRIOR G/L BALANCE	2,492,768.19	176,082.18	36,360.48	600,608.22
REVENUE	274,339.37	10,289.78	0.00	93.43
DISBURSEMENTS	1,205,583.86	0.00	0.00	90.42
AMOUNT IN TRANSIT	9,747.91	0.00	0.00	0.00
ADJUSTMENTS	28,810.29	0.00	0.00	0.00
ENDING BALANCE	1,580,586.08	186,371.96	36,360.48	600,608.22

BANK BALANCE	1,595,391.75	186,371.96	36,360.48	522.00	600,608.22
LESS OUTS, CHECKS	14,805.67	0.00	0.00	0.00	0.00
	1,580,586.08	186,371.96	36,360.48	522.00	600,608.22

SAVINGS ACCOUNTS

GENERAL FUND	GENERAL FUND	TIF #1 DEBT	WDF	CAPITAL - BUILDING DEBT	TIF #3 DEBT	TIF #3 CONSTRUCTION
STATE - #2	BAYLAKE BANK - MMBI	STATE - #11	STATE - #4	STATE - #9	STATE - #08	STATE - #14
PRIOR G/L BALANCE	3,786,954.86	20,865.70	458,617.49	193,029.27	5,947.49	348,789.77
REVENUE	330.67	0.62	29.09	12.25	0.38	22.13
DISBURSEMENTS	0.00	825.88	0.00	0.00	0.00	0.00
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00	0.00
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00
ENDING BALANCE	3,787,285.53	20,040.44	458,646.58	193,041.52	5,947.87	348,789.77
BANK BALANCE	3,787,285.53	20,040.44	458,646.58	193,041.52	5,947.87	348,789.77

TIF #2	TIF #2	TIF #2 DEBT	TIF #2 AMENDED AREA	TIF #2 AMENDED AREA	TIF #2 CAPITAL MAINT.	TIF #2 WFRDA DEBT RES.
BAYLAKE - NMBA	STATE - #3	STATE - #10	CONST. - STATE - #06	CAP. INT. - STATE - #7	STATE - #15	STATE - #13
PRIOR G/L BALANCE	3,722.30	6,907.31	1,427,183.58	63,069.90	152,088.84	126,227.54
REVENUE	0.14	0.44	90.54	4.00	9.65	8.01
DISBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00	0.00
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00
ENDING BALANCE	3,722.44	6,907.75	1,427,274.12	63,073.90	152,098.49	126,235.55
BANK BALANCE	3,722.44	6,907.75	1,427,274.12	63,073.90	152,098.49	126,235.55

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

7c3.

DEPARTMENT DESCRIPTION	FOR FUND: GENERAL FUND		JUNE 30, 2013	%	FISCAL YEAR	FISCAL YEAR-TO-DATE	%
	FOR 6 PERIODS ENDING	BUDGET					
REVENUES							
GENERAL FUND	872,653.88	117,609.58	(86.5)		10,471,847.00	4,847,521.48	(53.7)
TOTAL REVENUES	872,653.88	117,609.58	(86.5)		10,471,847.00	4,847,521.48	(53.7)
EXPENSES							
GENERAL FUND	45,238.73	0.00	100.0		542,865.00	229,209.53	58.8
MAYOR	1,030.42	906.23	12.0		12,365.00	5,976.71	51.6
CITY COUNCIL	4,788.75	5,828.17	(21.7)		57,465.00	32,858.12	42.8
LAW/LEGAL	5,833.33	5,134.33	11.9		70,000.00	20,383.83	70.8
CITY CLERK-TREASURER	29,147.91	23,962.82	17.7		349,775.00	171,909.52	50.8
ADMINISTRATION	19,935.00	11,115.64	44.2		239,220.00	71,984.06	69.9
COMPUTER	4,262.49	101.19	97.6		51,150.00	24,858.93	51.3
CITY ASSESSOR	8,172.93	6,728.34	17.6		98,075.00	45,592.51	53.5
BOARD OF REVIEW	151.66	0.00	100.0		1,820.00	322.98	82.2
BUILDING/ZONING CODE ENFORCEMENT	5,344.59	2,213.98	58.5		64,135.00	22,070.96	65.5
MUNICIPAL SERVICES ADMIN.	17,724.60	15,539.90	12.3		212,695.00	99,057.13	53.4
PUBLIC WORKS ADMINISTRATION	17,017.07	19,155.18	(12.5)		204,205.00	79,281.69	61.1
ELECTIONS DEPARTMENT	901.26	500.70	44.4		10,815.00	9,842.23	8.9
CITY HALL	12,516.26	8,048.44	35.6		150,195.00	48,699.66	67.5
INSURANCE	25,867.24	22,064.00	14.7		310,407.00	180,217.21	41.9
GENERAL EXPENDITURES	126,177.51	14,037.84	88.8		1,514,130.00	79,689.62	94.7
POLICE DEPARTMENT	31,468.74	28,983.35	7.8		377,625.00	185,392.02	50.9
PATROL BOAT	1,057.50	694.15	34.3		12,690.00	694.15	94.5
PARKING ENFORCEMENT	0.00	0.00	0.0		0.00	0.00	0.0
POLICE DEPARTMENT/PATROL	145,660.01	135,932.60	6.6		1,747,920.00	836,285.50	52.1
POLICE DEPT. / INVESTIGATIONS	10,547.08	8,335.82	20.9		126,565.00	68,099.62	46.1
FIRE DEPARTMENT	144,586.63	129,321.01	10.5		1,735,040.00	815,429.08	53.0
STORM SEWERS	4,148.75	2,476.32	40.3		49,785.00	5,739.10	88.4
SOLID WASTE MGMT/SPRING/FALL	4,552.50	1,056.84	76.7		54,630.00	8,659.00	84.1
COMPOST/SOLID WASTE SITE	2,700.83	8,818.53	(226.5)		32,410.00	11,623.16	64.1
STREET SWEEPING	3,129.18	4,584.31	(46.5)		37,550.00	13,249.45	64.7
WEED ABATEMENT	481.67	1,303.48	(170.6)		5,780.00	1,331.39	76.9
ROADWAYS/STREETS	13,429.16	14,336.96	(6.7)		161,150.00	84,669.41	47.4
SNOW REMOVAL	16,137.07	934.13	94.2		193,645.00	161,661.95	16.5
STREET SIGNS AND MARKINGS	4,800.83	7,111.84	(48.1)		57,610.00	21,896.48	61.9
CURB/GUTTER/SIDWALK	1,058.35	3,037.10	(186.9)		12,700.00	3,046.69	76.0
STREET MACHINERY	16,128.33	11,136.12	30.9		193,540.00	75,377.47	44.3
CITY GARAGE	4,819.57	3,191.44	33.7		57,835.00	32,162.44	55.4
CELEBRATION & ENTERTAINMENT	3,201.67	940.51	70.6		38,420.00	22,410.37	41.6
HIGHWAYS - GENERAL	44,506.66	39,044.93	12.2		534,080.00	248,708.64	53.4
PARK & RECREATION ADMN	12,053.33	9,148.08	24.1		144,640.00	37,796.61	73.8
PARKS AND PLAYGROUNDS	30,484.54	36,689.45	(20.3)		365,815.00	156,739.35	57.1
BALLFIELDS	2,432.92	4,107.18	(68.8)		29,195.00	8,806.40	69.8
ICE RINKS	717.92	0.00	100.0		8,615.00	2,508.93	70.8
BEACHES	215.83	21.53	90.0		2,590.00	21.53	99.1

7c3.

DATE: 07/11/2013
 TIME: 07:58:50
 ID: GL480000.WOM

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: GENERAL FUND
 FOR 6 PERIODS ENDING

JUNE 30, 2013

DEPARTMENT DESCRIPTION

JUNE BUDGET

JUNE ACTUAL

VARI-
ANCE

FISCAL
YEAR
BUDGET

FISCAL
YEAR-TO-DATE
ACTUAL

VARI-
ANCE

EXPENSES
 MUNICIPAL DOCKS
 WATER WEED MANAGEMENT
 WATERFRONT PARKS & WALKWAYS
 EMPLOYEE BENEFITS
 PUBLIC FACILITIES
 BOARDS AND COMMISSIONS
 COMMUNITY & ECONOMIC DEVLPMT

TOTAL EXPENSES

TOTAL FUND REVENUES
 TOTAL FUND EXPENSES
 SURPLUS (DEFICIT)

DEPARTMENT DESCRIPTION	JUNE BUDGET	JUNE ACTUAL	VARI-ANCE	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI-ANCE
MUNICIPAL DOCKS	3,898.33	6,874.63	(76.3)	46,780.00	11,856.75	74.6
WATER WEED MANAGEMENT	7,643.33	13,105.98	(71.4)	91,720.00	15,922.58	82.6
WATERFRONT PARKS & WALKWAYS	4,658.76	6,414.58	(37.6)	55,905.00	17,119.35	69.3
EMPLOYEE BENEFITS	2,634.18	2,690.13	(2.1)	31,610.00	14,619.35	53.7
PUBLIC FACILITIES	6,176.25	0.00	100.0	74,115.00	38,096.18	48.5
BOARDS AND COMMISSIONS	34.16	0.00	100.0	410.00	96.93	76.3
COMMUNITY & ECONOMIC DEVLPMT	25,179.98	17,636.74	29.9	302,160.00	164,434.29	45.5
TOTAL EXPENSES	872,653.81	633,264.50	27.4	10,471,847.00	4,180,408.86	60.0
TOTAL FUND REVENUES	872,653.88	117,609.58	(86.5)	10,471,847.00	4,847,521.48	(53.7)
TOTAL FUND EXPENSES	872,653.81	633,264.50	27.4	10,471,847.00	4,180,408.86	60.0
SURPLUS (DEFICIT)	0.07	(515,654.92)	(9985.7)	0.00	667,112.62	100.0

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: CAPITAL FUND
 FOR 6 PERIODS ENDING JUNE 30, 2013

DEPARTMENT DESCRIPTION	JUNE		VARI- ANCE	FISCAL		YEAR- TO-DATE ACTUAL	VARI- ANCE
	BUDGET	ACTUAL		YEAR BUDGET	ACTUAL		
REVENUES	107,123.43	200,940.83	87.5	1,285,481.00	709,958.46	(44.7)	
TOTAL REVENUES	107,123.43	200,940.83	87.5	1,285,481.00	709,958.46	(44.7)	
EXPENSES							
CITY CLERK-TREASURER	0.00	0.00	0.0	0.00	0.00	0.0	
ADMINISTRATION	0.00	0.00	0.0	0.00	0.00	0.0	
COMPUTER	833.33	279.00	66.5	10,000.00	345.71	96.5	
CITY ASSESSOR	0.00	0.00	0.0	0.00	0.00	0.0	
MUNICIPAL SERVICES ADMIN.	0.00	0.00	0.0	0.00	0.00	0.0	
CITY HALL	0.00	0.00	0.0	0.00	0.00	0.0	
GENERAL EXPENDITURES	0.00	185,893.62	100.0	0.00	201,193.63	100.0	
POLICE DEPARTMENT	0.00	0.00	0.0	0.00	0.00	0.0	
PATROL	6,097.91	7,669.23	(25.7)	73,174.95	32,494.81	55.5	
POLICE DEPT. / INVESTIGATIONS	0.00	0.00	0.0	0.00	0.00	0.0	
FIRE DEPARTMENT	1,383.33	0.00	100.0	16,600.00	1,011.00	93.9	
STORM SEWERS	6,666.67	60,758.80	(811.3)	80,000.00	60,758.80	24.0	
SOLID WASTE MGMT/REUSE/RECYCL	0.00	0.00	0.0	0.00	0.00	0.0	
SOLID WASTE MGMT/SPRING/FALL	0.00	0.00	0.0	0.00	0.00	0.0	
ROADWAYS/STREETS	49,458.33	73,329.35	(48.2)	593,500.00	89,227.85	84.9	
SNOW REMOVAL	0.00	0.00	0.0	0.00	0.00	0.0	
CURB/GUTTER/SIDEWALK	23,041.25	7,510.22	67.4	276,495.00	7,510.22	97.2	
CITY GARAGE	0.00	0.00	0.0	0.00	0.00	0.0	
PARKS AND PLAYGROUNDS	2,358.75	0.00	100.0	28,305.05	24,744.00	12.5	
BALLFIELDS	12,688.00	285.00	97.7	152,256.00	77,669.00	48.9	
ICE RINKS	0.00	0.00	0.0	0.00	0.00	0.0	
BEACHES	0.00	0.00	0.0	0.00	0.00	0.0	
MUNICIPAL DOCKS	0.00	0.00	0.0	0.00	0.00	0.0	
WATER WEED MANAGEMENT	0.00	0.00	0.0	0.00	0.00	0.0	
WATERFRONT PARKS & WALKWAYS	541.66	0.00	100.0	6,500.00	850.00	86.9	
SANITARY & WATER MAIN	0.00	0.00	0.0	0.00	0.00	0.0	
PUBLIC FACILITIES	2,245.83	0.00	100.0	26,950.00	0.00	100.0	
COMMUNITY & ECONOMIC DEVLPMNT	0.00	0.00	0.0	0.00	0.00	0.0	
TOTAL EXPENSES	105,315.06	335,725.22	(218.7)	1,263,781.00	495,805.02	60.7	
TOTAL FUND REVENUES	107,123.43	200,940.83	87.5	1,285,481.00	709,958.46	(44.7)	
TOTAL FUND EXPENSES	105,315.06	335,725.22	(218.7)	1,263,781.00	495,805.02	60.7	
SURPLUS (DEFICIT)	1,808.37	(134,784.39)	(7553.3)	21,700.00	214,153.44	866.8	

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: CABLE TV
 FOR 6 PERIODS ENDING

JUNE 30, 2013

DEPARTMENT DESCRIPTION

REVENUES
 CABLE TV / GENERAL

TOTAL REVENUES

EXPENSES
 CABLE TV / GENERAL

TOTAL EXPENSES

TOTAL FUND REVENUES
 TOTAL FUND EXPENSES
 SURPLUS (DEFICIT)

	BUDGET	ACTUAL	VARI- ANCE	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI- ANCE
9,607.08	0.00	100.0	115,285.00	61,525.12	(46.6)	
9,607.08	0.00	100.0	115,285.00	61,525.12	(46.6)	
8,631.25	10,016.43	(16.0)	103,575.00	33,077.87	68.0	
8,631.25	10,016.43	(16.0)	103,575.00	33,077.87	68.0	
9,607.08	0.00	100.0	115,285.00	61,525.12	(46.6)	
8,631.25	10,016.43	(16.0)	103,575.00	33,077.87	68.0	
975.83	(10,016.43)	(1126.4)	11,710.00	28,447.25	142.9	

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TOURISM FUND
 FOR 6 PERIODS ENDING

JUNE 30, 2013

DEPARTMENT DESCRIPTION

	JUNE BUDGET	JUNE ACTUAL	VARI-ANCE %	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI-ANCE %
--	-------------	-------------	-------------	--------------------	----------------------------	-------------

REVENUES
 TOURISM COMMITTEE / GENERAL

TOTAL REVENUES

0.00	0.00	0.00	0.0	0.00	0.00	0.0
0.00	0.00	0.00	0.0	0.00	0.00	0.0

EXPENSES

TOURISM COMMITTEE / GENERAL

TOTAL EXPENSES

0.00	0.00	0.00	0.0	0.00	0.00	0.0
0.00	0.00	0.00	0.0	0.00	0.00	0.0

TOTAL FUND REVENUES
 TOTAL FUND EXPENSES
 SURPLUS (DEFICIT)

0.00	0.00	0.00	0.0	0.00	0.00	0.0
0.00	0.00	0.00	0.0	0.00	0.00	0.0
0.00	0.00	0.00	0.0	0.00	0.00	0.0

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #2 DISTRICT
 FOR 6 PERIODS ENDING

JUNE 30, 2013

DEPARTMENT DESCRIPTION

JUNE BUDGET

JUNE ACTUAL

VARI-
ANCE

FISCAL
YEAR
BUDGET

FISCAL
YEAR-TO-DATE
ACTUAL

VARI-
ANCE

REVENUES

TID DISTRICT #2

217.67

(99.8)

1,648,105.00

838,180.13

(49.1)

TOTAL REVENUES

137,342.08

217.67

(99.8)

1,648,105.00

838,180.13

(49.1)

EXPENSES

TID DISTRICT #2

253,445.08

66,141.74

73.9

3,041,341.00

564,577.91

81.4

TOTAL EXPENSES

253,445.08

66,141.74

73.9

3,041,341.00

564,577.91

81.4

TOTAL FUND REVENUES
 TOTAL FUND EXPENSES
 SURPLUS (DEFICIT)

137,342.08
 253,445.08
 (116,103.00)

217.67
 66,141.74
 (65,924.07)

(99.8)
 73.9
 (43.2)

1,648,105.00
 3,041,341.00
 (1,393,236.00)

838,180.13
 564,577.91
 273,602.22

(49.1)
 81.4
 (119.6)

DATE: 07/11/2013
 TIME: 07:58:50
 ID: GL480000.WOW

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #1 DISTRICT
 FOR 6 PERIODS ENDING JUNE 30, 2013

DEPARTMENT DESCRIPTION	JUNE		VARI- ANCE	FISCAL		FISCAL	
	BUDGET	ACTUAL		YEAR BUDGET	YEAR-TO-DATE ACTUAL	VARI- ANCE	
REVENUES							
TID #1 DISTRICT	38,833.92	29.09	(99.9)	466,007.00	312,644.38	(32.9)	
TOTAL REVENUES	38,833.92	29.09	(99.9)	466,007.00	312,644.38	(32.9)	
EXPENSES							
TID #1 DISTRICT	38,146.00	0.00	100.0	457,752.00	0.00	100.0	
TOTAL EXPENSES	38,146.00	0.00	100.0	457,752.00	0.00	100.0	
TOTAL FUND REVENUES	38,833.92	29.09	(99.9)	466,007.00	312,644.38	(32.9)	
TOTAL FUND EXPENSES	38,146.00	0.00	100.0	457,752.00	0.00	100.0	
SURPLUS (DEFICIT)	687.92	29.09	(95.7)	8,255.00	312,644.38	3687.3	

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #3 DISTRICT
 FOR 6 PERIODS ENDING JUNE 30, 2013

DEPARTMENT DESCRIPTION	JUNE		VARI- ANCE	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI- ANCE
	BUDGET	ACTUAL				
REVENUES						
TID #3 DISTRICT	19,163.34	26.48	(99.8)	229,960.00	37,481.27	(83.7)
TOTAL REVENUES	19,163.34	26.48	(99.8)	229,960.00	37,481.27	(83.7)
EXPENSES						
TID #3 DISTRICT	11,627.49	0.00	100.0	139,530.00	32,612.50	76.6
TOTAL EXPENSES	11,627.49	0.00	100.0	139,530.00	32,612.50	76.6
TOTAL FUND REVENUES	19,163.34	26.48	(99.8)	229,960.00	37,481.27	(83.7)
TOTAL FUND EXPENSES	11,627.49	0.00	100.0	139,530.00	32,612.50	76.6
SURPLUS (DEFICIT)	7,535.85	26.48	(99.6)	90,430.00	4,868.77	(94.6)

DATE: 07/11/2013
 TIME: 07:58:50
 ID: GL480000.WOW

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #4 DISTRICT
 FOR 6 PERIODS ENDING JUNE 30, 2013

DEPARTMENT DESCRIPTION	JUNE		FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	%
	BUDGET	ACTUAL			
REVENUES					
TID #4 DISTRICT	0.00	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.0
EXPENSES					
TID #4 DISTRICT	0.00	27,140.89	0.00	51,308.39	100.0
TOTAL EXPENSES	0.00	27,140.89	0.00	51,308.39	100.0
TOTAL FUND REVENUES	0.00	0.00	0.00	0.00	0.0
TOTAL FUND EXPENSES	0.00	27,140.89	0.00	51,308.39	100.0
SURPLUS (DEFICIT)	0.00	(27,140.89)	0.00	(51,308.39)	100.0

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: REVOLVING LOAN FUND (STATE) 2013
 FOR 6 PERIODS ENDING JUNE 30,

DEPARTMENT DESCRIPTION	JUNE		%		FISCAL		FISCAL	
	BUDGET	ACTUAL	VAR- ANCE	ANCE	YEAR- BUDGET	YEAR-TO-DATE ACTUAL	VAR- ANCE	ANCE
REVENUES								
REVOLVING LOAN FUND (STATE)	988.34	1,151.66	16.5		11,860.00	7,220.11	(39.1)	
TOTAL REVENUES	988.34	1,151.66	16.5		11,860.00	7,220.11	(39.1)	
EXPENSES								
REVOLVING LOAN FUND (STATE)	950.00	40,000.00	(4110.5)		11,400.00	75,000.00	(557.9)	
TOTAL EXPENSES	950.00	40,000.00	(4110.5)		11,400.00	75,000.00	(557.9)	
TOTAL FUND REVENUES	988.34	1,151.66	16.5		11,860.00	7,220.11	(39.1)	
TOTAL FUND EXPENSES	950.00	40,000.00	(4110.5)		11,400.00	75,000.00	(557.9)	
SURPLUS (DEFICIT)	38.34	(38,848.34)	(1425.8)		460.00	(67,779.89)	(4834.7)	

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: SOLID WASTE ENTERPRISE
 FOR 6 PERIODS ENDING JUNE 30, 2013

DEPARTMENT DESCRIPTION	JUNE		JUNE 30, 2013		FISCAL YEAR		FISCAL YEAR-TO-DATE	
	BUDGET	ACTUAL	VARI-ANCE	%	BUDGET	ACTUAL	VARI-ANCE	%
REVENUES								
SOLID WASTE ENTERPRISE FUND	30,609.99	25,736.26	(15.9)		367,320.00	154,632.69	(57.9)	
TOTAL REVENUES	30,609.99	25,736.26	(15.9)		367,320.00	154,632.69	(57.9)	
EXPENSES								
SOLID WASTE ENTERPRISE FUND	30,609.99	31,211.74	(1.9)		367,320.00	147,942.37	59.7	
TOTAL EXPENSES	30,609.99	31,211.74	(1.9)		367,320.00	147,942.37	59.7	
TOTAL FUND REVENUES	30,609.99	25,736.26	(15.9)		367,320.00	154,632.69	(57.9)	
TOTAL FUND EXPENSES	30,609.99	31,211.74	(1.9)		367,320.00	147,942.37	59.7	
SURPLUS (DEFICIT)	0.00	(5,475.48)	100.0		0.00	6,690.32	100.0	

DATE: 07/11/2013
 TIME: 07:58:50
 ID: GL480000.W0W

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

DEPARTMENT DESCRIPTION	MUNICIPAL REPORT TOTALS				FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI-ANCE
	FOR 6 PERIODS ENDING		JUNE 30, 2013				
	JUNE BUDGET	JUNE ACTUAL	JUNE ACTUAL	VARI-ANCE %			
TOTAL MUNICIPAL REVENUES	1,216,322.06	345,711.57	(71.5)	14,595,865.00	6,969,163.64	(52.2)	
TOTAL MUNICIPAL EXPENSES	1,321,378.68	1,143,500.52	13.4	15,856,546.00	5,580,732.92	64.8	
SURPLUS (DEFICIT)	(105,056.62)	(797,788.95)	659.3	(1,260,681.00)	1,388,430.72	(210.1)	

BEVERAGE OPERATOR LICENSES

1. Carstens, Cheryl A.
2. Gabert, Frances K.
3. Hilsabeck, David L.
4. LeMieux, Kristine I.
5. Lyon, Lynn A.
6. Martin, Tammy J.
7. Meilke, Laura C.
8. Okkerse, Corrina L.
9. Shell, Beth G.
10. Sohrweide, Benjamin D.
11. Sternard, Jessica M.
12. Wilkes, Lisa M.

7e.

7e.

TEMPORARY CLASS B BEER

Knights of Columbus
Agent: Dave Hoffman
Madison Avenue – Between Oak Street and Maple Street
Sturgeon Bay, WI 54235
August 10, 2013

TEMPORARY CLASS B BEER AND TEMPORARY CLASS B WINE LICENSE

Corpus Christi Parish
Agent: Cindy Hill
25 North Elgin Avenue/25 Juniper Street
Sturgeon Bay, WI 54235
August 10, 2013

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the request for a donation from the Sturgeon Bay Yacht Club for Venetian Night fireworks to be held on Saturday August 3, 2013, in the amount of \$500.00.

Respectfully submitted,
FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Joseph Stutting, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

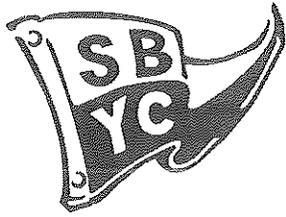
Dated: June 25, 2013

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

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



STURGEON BAY YACHT CLUB

600 Nautical Dr., Sturgeon Bay, WI 54235

(920) 743-6934 Fax: (920) 743-0960

E-mail: main@sturgeonbayyachtclub.net

June 5, 2013

Mr. Steve McNeil, City Administrator
City of Sturgeon Bay
421 Michigan St.
Sturgeon Bay, WI 54235

Dear Mr. McNeil:

Each year the Sturgeon Bay Yacht Club opens its doors to the public the first Saturday in August to celebrate Venetian Night. This is an opportunity for everyone to come together as a community and enjoy the beautiful waterfront we are blessed with here in Sturgeon Bay. Through the generous donations from individuals and organizations in the community, we have been able to do our part by organizing a boat parade, games for the children and fireworks at dusk. In order to continue to provide the same great events for all to enjoy, especially the fireworks, we must raise around \$5000.

Once again, we would like to ask for your support. We will be recognizing all our sponsors in the announcements we distribute as well as recognizing them at the event itself.

I would like to personally take this opportunity to invite you to attend Evening on the Bay Saturday, August 4th. Please bring your friends and family and join us for a truly special event. This year's festivities will feature a dinghy poker run, live music, buffet dinner, boat parade and fireworks at dusk.

If you have any questions, please feel free to contact the SBYC office at 920-743-6934.

Thank you for your time and I look forward to seeing you August 3rd.

Sincerely,

Griff Goestch
Rear Commodore

We Can Pledge: \$ _____

Please make checks payable to SBYC

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to declare the terms of the development agreement between the City of Sturgeon Bay and Christiaan Jeanquart, in regard to Lot/Tract 1-A in the Industrial Park, as satisfied in full.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: June 25, 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: Development Agreement between the City of Sturgeon Bay and Christiaan Jeanquart

BACKGROUND: Per Bill Chaudior, Door County Economic Development Corporation, the development agreement between the City of Sturgeon Bay and Christiaan Jeanquart for the purchase of Lot/Tract 1-A is satisfied. Mr. Chaudior's attached memo details the terms of the agreement, attests to its satisfaction, and gives a brief summary as to the amendments that occurred throughout the years in regard to the original agreement which started out as an agreement between the City of Sturgeon Bay and Harborside Development, LLC.

Due to the fact this agreement was amended via Common Council recommendations, it is being brought forward at this time for the purpose of recognition by the City that Mr. Jeanquart has satisfied the terms of the agreement.

FISCAL IMPACT: \$0

RECOMMENDATION:

Recommend to the Common Council to declare the terms of the development agreement between the City of Sturgeon Bay and Christiaan Jeanquart, in regard to Lot/Tract 1-A in the Industrial Park, as satisfied in full.

PREPARED BY: Valerie Clarizio 6/21/13
Valerie Clarizio Date
Finance Director/Treasurer

REVIEWED BY: Martin Olejniczak 6-21-13
Martin Olejniczak Date
Community Development Director

REVIEWED BY: Stephen McNeil 6-21-13
Stephen McNeil Date
City Administrator



ECONOMIC DEVELOPMENT CORPORATION

Memo

To: Finance Committee, City of Sturgeon Bay

Steve McNeil, Marty, **Olejniczak** and Val Clarizio

From: Bill Chaudoir, DCEDC 

Date: June 20, 2013

Re: Satisfaction of Jeanquart Development Agreement

As the Industrial Park representative for the City of Sturgeon Bay, I recommend that the City find that the terms of its amended Development Agreement with Mr. Christian Jeanquart for the purchase of Lot/Tract 1-A is satisfied. I have reviewed records provided by Mr. Jeanquart and process copies of documents that demonstrates that he has met and exceeded the required minimum investment of \$300,000 on a commercial building on an eligible parcel prior to June, 2016. Specifically, Mr. Jeanquart has invested \$300,700 as of May 29, 2013 on an addition to an existing warehouse building on an eligible adjacent parcel to Lot/Tract 1-A.

Background:

1. The original Development Agreement for the purchase of Lot/Tract 1-A was with Harborside Development, LLC, and dated October 9, 2000. This agreement required a minimum investment of \$700,000 in a commercial building on this lot by Dec. 31, 2004. This agreement was amended a couple of times to extend the term of the agreement and/or to change the name of the ownership entity.
2. An amendment to the Development Agreement was approved by the City on June 7, 2011 that allowed the parcel to be transferred to Mr. Christian Jeanquart and adjusted the terms of the agreement to require a minimum investment of \$300,000 in a commercial building within five years.
3. On September 20, 2011, the City Council approved an amendment to the Development Agreement that expanded the scope of the terms to include new buildings and/or improvements to Lot/Tract 1-A or to any one of five adjacent parcels owned by Mr. Christian Jeanquart.

Please do not hesitate to contact me if you have any questions on this matter. Thank you.

BUSINESS By **NATURE**®

Approved by the Common Council on September 20, 2011

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the request from Mr. Jeanquart for his land purchase, and to include in the development agreement, that a commercial building valued at \$300,000.00 be expanded to include new buildings and/or improvements to the following properties owned by Christian Jeanquart: Parcel #281-64-6400-0110 vacant parcel being purchased from 810 South Lansing Ave LLC, parcel #281-64-1927-261201 warehouse parcel being purchased from 810 South Lansing Ave LLC, parcel #281-64-6400-0102D1 vacant parcel owned by Center Field Properties LLC, parcel #281-64-6418-272605 Fastenal building owned by Center Field Properties LLC, parcel #281-64-1827-261203 vacant parcel owned by Working Capital LLC (lying south of the warehouse parcel), parcel #281-64-6400-0107C JIT building owned by Working Capital LLC.

Respectfully submitted,
FINANCE/PURCHASING & BUILDING COMMITTEE
By: James Abeyta, Chr.

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

61.

61.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to allow 810 S. Lansing Avenue to sell Lot/Tract 1-A to Christiaan Jeanquart and transfer the development agreement to Mr. Jeanquart with the following changes: rather than construct a commercial building valued at \$700,000.00 they must construct a commercial building valued at \$300,000.00, and to grant a five year extension to the development agreement with an additional five year option.

Respectfully submitted,
FINANCE/PURCHASING & BUILDING COMMITTEE
By: James Abeyta, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 10, 2011

Introduced by _____

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the 7th day of June, 2011.

Finance 05/10/11

Request of 810 S. Lansing Avenue RE: Development Agreement was the first item discussed. Alderperson Abeyta went through the changes requested and agreed that they seemed to be reasonable. The only change the Committee did not agree with was extending the agreement to ten years. Moved by Alderperson Abeyta, seconded by Alderperson Wiegand to recommend to Common Council to allow 810 S. Lansing Avenue to sell Lot/Tract 1-A to Christiaan Jeanquart and transfer the development agreement to Mr. Jeanquart with the following changes: rather than construct a commercial building valued at \$700,000.00 they must construct a commercial building valued at \$300,000.00, and to grant a five year extension to the development agreement with an additional five year option. Carried.

**STURGEON BAY INDUSTRIAL PARK
DEVELOPMENT AGREEMENT**

AGREEMENT made by and between the City of Sturgeon Bay, Sturgeon Bay, Wisconsin, a municipal entity created under the laws of the State of Wisconsin, hereinafter referred to as "City" and Harborside Development, LLC, a Wisconsin corporation, 59 North Second Avenue, Sturgeon Bay, Wisconsin 54235, hereinafter referred to as "Developer".

Register of Deeds recording area
Name and Return Address:
Atty. Randall J. Nesbitt
Pinkert Law Firm LLP
454 Kentucky Street, PO Box 89
Sturgeon Bay, WI 54235-0089

RECITALS

A. WHEREAS the City of Sturgeon Bay (City) is the owner of land in an area created as an industrial park for the purpose of development of business and employment opportunities in the City of Sturgeon Bay;

B. AND WHEREAS the City through its common council and administration has determined that it is in the best interest of the City to enter into agreements with developers to clearly set forth the obligation of developers to engage in industrial development in the City of Sturgeon Bay Industrial Park;

C. AND WHEREAS the Developer desires to take title to land from the City and construct improvements in the City of Sturgeon Bay Industrial Park and is willing to commit to certain obligations in order to do so;

Parcel Identification Number (PIN)

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties as hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged by both of the parties hereto, it is agreed as follows:

1. **Property to be Purchased.** Developer agrees to purchase property from the City of Sturgeon Bay, in the Sturgeon Bay Industrial Park, identified as Tract 1-A of Volume 3 of Certified Survey Maps, page 114 at no consideration in exchange for the obligations created herein. The terms of such purchase will be governed by a separate purchase contract. Developer will be responsible for filling and preparing the site for use, with no contribution therefore being made by the City.

2. **Improvements to be Constructed.**

a. Developer agrees to construct on the subject property in the City of Sturgeon Bay Industrial Park a commercial building valued at a minimum of Seven Hundred Thousand

Dollars (\$700,000.00) by December 31, 2004. The commercial building shall be substantially complete by such date. Substantial completion shall be accomplished when a certificate of occupancy of the structure has been provided by the City of Sturgeon Bay Building Inspector.

b. In the event that a commercial building satisfying the requirements of this agreement is not completed by December 31, 2004, Developer, its heirs, successors, agents, and assigns agrees to pay to the City a sum equal to the amount of property tax on a commercial structure valued at Seven Hundred Thousand Dollars (\$700,000.00) for improvements only, which would be levied upon such improvements if they had been completed in a timely basis. Such annual fee shall be paid to the City of Sturgeon Bay on or before January 31st of each year commencing January 1, 2005.

c. The payment for each following year shall be based upon the assessed value of such property on the subsequent January 1st, and continue in a like manner thereafter.

d. The amount of the payments as set forth above are to be computed as follows:

	Estimated Equalized value of land and buildings with required improvements
x	Annual real property tax rate per thousand using the most recent tax bill
-	<u>Property tax assessed against such property</u>
=	Annual Tax Equivalent Payment

e. If not paid, this fee shall be assessed as a special charge against the property. The term of liability for these tax equivalency payments shall continue until all required improvements are constructed or the City exercises its right of repurchase, whichever comes first.

3. **Utilities.** Sewer, water, electrical, natural gas, and telephone utilities shall be available to the site and supplied to the boundaries of the subject property by the City.

4. **Building Permit.** City shall provide to Developer a building permit for the industrial improvements outlined herein at the sole cost of Developer, provided Developer submits the required documentation to the City of Sturgeon Bay Building Inspector. Developer shall obtain, directly or through its agents, approval from the State of Wisconsin and all other necessary regulatory agencies for such improvements. Developer shall use due diligence in making application and supplying information in a timely manner for all necessary permits and approvals. No building permit shall be issued for any improvements below the minimum building size of the existing City of Sturgeon Bay Industrial Park development policies approved by the Common Council of the City of Sturgeon Bay (currently 4,000 sq. ft.).

5. **Construction.** Developer shall cause the improvements as identified herein to be constructed in accordance with all applicable federal, State of Wisconsin, County of Door, and City of Sturgeon Bay laws, ordinances, and regulations. The structural requirements of

the facility will be constructed according to Wisconsin State Building Codes. Construction shall proceed in a timely and expeditious manner; and the building site, once construction is commenced, shall not remain inactive for an unreasonable period of time.

6. **Completion.** Developer shall complete construction of the improvements upon the site, in accordance with its approved plans, so that a certificate of occupancy has been received by the Developer on or before December 31, 2004. Time is of the essence as to this date.

7. **Restriction on Sale of Property.** Developer may not sell, transfer, or otherwise convey the subject property prior to the completion of construction of the improvements required herein. Any attempt to convey the property prior to the completion of construction and without the written consent of the City shall be ineffective and void. This provision does not, however, prevent the Developer from granting a valid mortgage interest in the property. Nothing contained herein shall prohibit Developer from converting this parcel to condominiums or entering into purchase or lease agreements with other parties pursuant to Developer's obligations under this agreement. Developer shall continue to be responsible to the City for all obligations under this agreement.

8. **Repurchase Option.** The City and Developer recognize that the City of Sturgeon Bay will retain an option to repurchase the property which is the subject of this agreement if construction of the improvements as outlined herein is not completed by December 31, 2004. The City of Sturgeon Bay retains the sole option to repurchase this property, subject to the terms of an option to repurchase agreement which was completed by Developer and City of Sturgeon Bay.

9. **Survival of Agreement.** This agreement and the terms contained herein shall survive the closing of this transaction and the obligations created herein shall remain the obligations of the City of Sturgeon Bay and the Developer, its heirs, successors, agents, and assigns. The conditions and obligations of this Development Agreement are covenants affecting the property which is the subject of this agreement and shall remain in full force and effect until a satisfaction of the same is approved by the City of Sturgeon Bay.

CITY OF STURGEON BAY

Dated: 10-9-00

By: Robert M. Starr
Robert M. Starr, Mayor

Dated: 10/6/00

By: John C. Krauss
John C. Krauss, City Clerk/Administrator

STATE OF WISCONSIN)
)SS
COUNTY OF DOOR)

Personally came before me this 9th day of October,
2000, the above-named Robert M. Starr, Mayor, and
John C. Krauss, City Clerk/Administrator, to me known
to be the persons who executed the foregoing instrument
and acknowledged the same.

Stephanie L. Daubner
Notary Public, State of Wisconsin
My Commission expires: 7/6/2003

DEVELOPER
HARBORSIDE DEVELOPMENT, LLC

Dated: 10/03/00

By: [Signature]
Francis J. Shefchik

Dated: 10/03/00

By: [Signature]
Paul Kelnhofer

STATE OF WISCONSIN)
)SS
COUNTY OF DOOR)

Personally came before me this 3rd day of October,
2000, the above-named Francis J. Shefchik and
Paul Kelnhofer, to me known to be the persons who executed the
foregoing instrument and acknowledged the same.

Michelle M. Holdridge
Michelle M. Holdridge
Notary Public, State of Wisconsin
My Commission expires: 4-13-2003

This document was drafted by:
Atty. Randall J. Nesbitt
Pinkert, Smith, Weir, Jinkins
Nesbitt, Hauser & Weber
454 Kentucky Street
P. O. Box 89
Sturgeon Bay, WI 54235

D:\WP51\DOC\R\INCORRE\cty.industrial.park\portside.dev.agmt.wpd
RIN:hb Draft #4 9/14/2000 2:10 p.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the following three changes to the Sunset Hill #2 (WireTech Redevelopment) agreement between the City of Sturgeon Bay and "R"Van Rite Construction and Heritage Custom Homes:

- 1) Extend the down-payment assistance program for the remaining 8 homeowners in the amount of \$5,000.00 each.
- 2) Allow the waiving of the repayment of the last \$1,000.00 of the down-payment assistance for homeowners in the military/Coast Guard that get transferred.
- 3) Leave the metal privacy fence in place and extend to areas with a gap.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: June 25, 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: Modifications to Development Agreement – Sunset Hill #2 (WireTech Redevelopment)

Background: The City currently has a development agreement with “R” Van Rite Construction (Russ Van Rite) and Heritage Custom Homes (Shawn Aalsma) regarding the construction of homes within the Sunset Hill #2 subdivision, which is the redevelopment of the former WireTech Fabricators site. The agreement calls for the two developers to construct 17 homes within an 8-year period, while the City is responsible for installing infrastructure, along with other provisions. Tax Increment District #3 (TID #3) was established to cover the municipal costs associated with the redevelopment and the taxes from the new homes (along with taxes from the new WireTech facility in the industrial park) are repaying those expenses.

One of the provisions of the current agreement calls for the city to provide a homebuyer incentive for the first 9 homes within the subdivision. The incentive is a \$5,000 forgivable loan used for down-payment assistance. \$1,000 of the loan is forgiven for each year the homebuyer owns the home. Currently, there are 7 homes constructed and at least two more planned to begin construction this year. The down-payment assistance has proven to be invaluable toward luring buyers for these homes. Therefore, the developers and staff are proposing to extend this incentive to the remaining 8 lots.

The expenses so far for TID #3 have come in under budget so there are still funds available to put toward the extra down-payment assistance. If the other 8 lots each receive \$5,000 in incentive, a total of \$40,000 would be needed from the TID #3 funds. Staff believes by getting the homes built and sold faster, the overall health of the district is improved and, thus, TID #3 can close faster. Based upon the value of the homes built so far, each new home will generate about \$3,000 in annual tax revenue so the extra down-payment assistance from the TID will be recouped in less than two years and then would go toward paying off the rest of the TID #3 expenses. The proposed amendment also allows the city to waive the repayment of the down-payment assistance for owners in the military that get transferred. There has been interest in these homes from Coast Guard personnel and the waiving of the repayment due to transfer would be another incentive to buy the homes.

The other proposed change involves the old metal fence surrounding a portion of the property. The city had originally agreed to remove this fence once construction of the homes along that area was completed. However, the fence does serve a valuable purpose as a privacy fence and the developers believe it would be a wiser course to leave the existing fence and instead extend a privacy fence along the lot in the northeast corner of the subdivision where there is a gap in the fence currently. Unless the fence is built to screen the adjoining property, it could be difficult to sell a home on this lot. Staff agrees with that idea and the proposed amendment to the development contract includes both the change to the fence and the down-payment assistance.

Fiscal impact: The cost of extending the down-payment assistance to the other eight lots is \$40,000. The cost of the privacy fence is estimated at \$5,000, but this is partially offset by not having to take down the metal fence. The TID #3 budget has approximately \$84,000 available in unspent funds (including \$49,000 in the contingency line) that would be used to implement these changes. There would be no impact on the general fund.

Recommendation: Approve the changes to the development agreement.

Prepared by: Martin Olejniczak 6-20-13
Martin Olejniczak Date
Community Development Director

Reviewed by: Valerie Clarizio 6/20/13
Valerie Clarizio Date
Finance Director

Reviewed by: Stephen McNeil 6/20/13
Stephen McNeil Date
City Administrator

**Amendment to Development Agreement
Between R Van Rite Construction/Heritage Custom Homes
and the City of Sturgeon Bay, Wisconsin**

The development agreement dated August 14, 2012 is hereby amended and modified as follows:

1. Section 4.4 is modified to read as follows:

4.4 Homebuyer Assistance. The City agrees to establish a down payment assistance program as an incentive to the initial purchasers of the dwelling units. The program will provide zero-interest forgivable loans to initial homebuyers within the development. If the homebuyer retains ownership for 5 years, the loan converts to a grant and no repayment is required, except that the City reserves the right to waive repayment for military personnel who are transferred due to Permanent Change of Station orders. Van Rite/Heritage shall have the flexibility to tailor the amount of the loans and the total number of such loans made available. However, the total amount of assistance under this program shall not exceed ~~\$45,000~~ \$85,000 and the maximum individual loan shall not exceed \$5,000. The remaining ~~\$35,000~~ of home buyer assistance funds shall be available to R Van Rite Construction and Heritage Custom Homes with \$5,000 allocated to each home upon commencement of construction unless otherwise agreed between them.

2. Section 4.6 is created as follows:

4.6 Fence. The City has no obligation to remove the existing metal fence along the east line of the subject property. However, the City shall construct or cause to be constructed a privacy fence along the north line of Lot 11, Block 11 of the Sunset Hill #2 plat. Such fence shall be installed by December 31, 2013 unless a later date is mutually agreed upon by the parties.

DEVELOPMENT AGREEMENT

Between R Van Rite Construction and Heritage Custom Homes
and the City of Sturgeon Bay, Wisconsin

THIS AGREEMENT, made and entered into effective this 14th day of August, 2012, by and between R Van Rite Construction and Heritage Custom Homes (hereinafter referred to as "Van Rite/Heritage") and the City of Sturgeon Bay, a municipal corporation located at 421 Michigan Street, Sturgeon Bay, Wisconsin (hereinafter "City").

RECITALS:

WHEREAS Wisconsin Statutes grant the City Council the power to act "for the government and good order of the City, for its commercial benefit and for the health, safety, welfare and convenience of the public . . .";

WHEREAS the City desires to have the Sunset Hill #2 Plat Property, located along North 6th Avenue and Erie Street in the City of Sturgeon Bay, redeveloped into single-family dwelling units or other appropriate residential development;

WHEREAS the City, after due consideration has identified a variety of public purposes which can be achieved by developing this project.

WHEREAS the City has established a tax increment district and approved a project plan for the residential redevelopment of the Sunset Hill #2 Property;

WHEREAS this Agreement is intended to protect the public health, safety and welfare through the application of the provisions of the municipal ordinances of the City of Sturgeon Bay and by outlining the duties and responsibilities of the parties hereto;

WHEREAS the mutual promises, covenants and obligations contained in this Agreement are authorized by state law and the ordinances of the City of Sturgeon Bay;

NOW, THEREFORE, in consideration of these recitals, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PREAMBLES AND CONDITIONS PRECEDENT

1.1 The representations and recitations set forth in the foregoing paragraphs are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph.

1.2 The parties mutually agree that the City and Van Rite/Heritage are separate and distinct entities and unless expressly provided for herein, none of the parties shall be considered to be the agent of the other, and shall not have any general authority to enter into any contract, assume or impose any obligation or make any warranties on behalf of the other.

1.3 The City and Van Rite/Heritage recognize time is of the essence and agree to use their best efforts to satisfy all of the contingencies under this Agreement.

1.4 Except as otherwise provided herein, the parties to this Agreement shall be responsible for their own legal, consulting and development costs and fees.

1.5 Any construction shall commence only after notification to the City in writing in the form of an application for building permit and after satisfaction of all applicable conditions of this Agreement and applicable building code requirements.

ARTICLE II SUBJECT PROPERTY

2.1 The property upon which Heritage Custom Homes and R Van Rite Construction and the City propose to construct the development under the terms of this Agreement is known as the Plat of Sunset Hill #2, City of Sturgeon Bay, Door County, Wisconsin, as recorded in Document No. 745202, Door County Records.

ARTICLE III PUBLIC PURPOSE

3.1 The parties acknowledge the City's responsibility to create safeguards to assure that the expenditure of City funds are utilized for a public purpose.

3.2 After due consideration of the City Council, it has identified a variety of public purposes which are achieved through the implementation of the terms and conditions of this Agreement which include but are not necessarily limited to:

- A. Providing greater employment opportunities pursuant to Wis. Stats. Section 66.1101, 66.1325 and 66.1333.
- B. Broadening, preservation and enhancement of the City's tax base pursuant to Wis. Stats. Section 66.1101, 66.1105.

**ARTICLE IV
CITY OBLIGATIONS & FINANCIAL CONTRIBUTIONS**

4.1 The City commits to providing contributions toward improvements to be completed in support of the development, consistent with the project plan for Tax Increment District No. 3.

4.2 Replatting. The City agrees to make and/or allow changes to the lots or parcels of the Sunset Hill #2 Property to accommodate proposed changes to the development plan, provided such changes are consistent with the Sturgeon Bay Subdivision Code and Zoning Code, including any applicable Planned Unit Development (PUD) established for this project. However, any costs associated with adjusting lot lines or replatting after the initial creation of the lots or parcels shall be the responsibility of Van Rite/Heritage.

4.3 Zoning. The property is currently Zoned as a PUD under the City of Sturgeon Bay zoning code. Van Rite/Heritage may apply for a change of zoning classification, but the Common Council of the City of Sturgeon Bay has discretion as to any change of zoning requests.

4.4 Homebuyer Assistance. The City agrees to establish a down payment assistance program as an incentive to the initial purchasers of the dwelling units. The program will provide zero-interest forgivable loans to initial homebuyers within the development. If the homebuyer retains ownership for 5 years, the loan converts to a grant and no repayment is required. Van Rite/Heritage shall have the flexibility to tailor the amount of the loans and the total number of such loans made available. However, the total amount of assistance under this program shall not exceed \$45,000 and the maximum individual loan shall not exceed \$5,000. The remaining \$35,000 of homebuyer assistance shall be available to R Van Rite Construction and Heritage Custom Homes with \$5,000 allocated to each home upon commencement of construction unless otherwise agreed between them.

4.5 Construction Financing. The City agrees to maintain a contract with the Door County Economic Development Corporation and WHEDA for a \$400,000 construction loan for this development at 2% interest for a minimum period of one year. The extension of this financing program is subject to approval by WHEDA. Heritage Custom Homes and R Van Rite Construction shall each be entitled to use of the above construction loan. Funds from such loan shall be allocated to a home upon commencement of construction, unless otherwise agreed between them.

**ARTICLE V
DEVELOPER OBLIGATIONS**

5.1 Commitment to Develop. Van Rite/Heritage commits to constructing the dwelling units identified in the Proposed Redevelopment Plan and marketing such units

for sale as owner-occupied dwelling units. The redevelopment of the Sunset Hill #2 property shall be consistent with the Proposed Redevelopment Plan from the project plan for Tax Increment District #3, unless a revised plan is mutually agreed to by the City and Van Rite/Heritage.

5.2 Individual Lot Improvements. Van Rite/Heritage is responsible for extending the sanitary sewer and water laterals to the dwelling units. Van Rite/Heritage (or the homebuyer) is responsible for all landscaping of the lots. Street trees shall be governed by s. 8.07(10)(a) of the Sturgeon Bay Municipal Code.

5.3 Permits and Codes. Van Rite/Heritage shall comply with all pertinent building codes and obtain all necessary permits, including payment of standard permit fees.

5.4 Maximum Sale Price. The individual home values may vary, but no home sale shall exceed the WHEDA maximum price limit (\$204,432 for a single-family dwelling).

5.5 Purchase of Lots. Heritage Custom Homes and R Van Rite Construction, or one of them, shall pay \$20,000 to the City for each lot or home site developed on the property identified in Article II. The timing of the transfer of ownership for each lot from the city shall be at the request of Heritage Custom Homes and R Van Rite Construction, but shall be no later than the issuance of an occupancy permit for each lot. As between Heritage Custom Homes and R Van Rite Construction, the first developer to obtain a building permit for a lot is entitled to construct a residence on that lot.

5.6 Total Property Value. Unless an alternate minimum property value is approved by City as described in section 7.3, Van Rite/Heritage commits to creating a minimum of \$2,170,900 based upon either equalized assessed value (land and improvements) or total sales of developed lots with the Sunset Hill #2 Property. The real property value shall be established by the following schedule:

- A. A minimum of \$723,000 of equalized assessed real property value or total sales of developed lots shall be established by January 1, 2013.
- B. A minimum of \$1,447,000 of equalized assessed real property value or total sales of developed lots shall be established by January 1, 2016.
- C. A minimum of \$2,170,900 of equalized assessed real property value or total sales of developed lots shall be established by January 1, 2018.

**ARTICLE VI
SCHEDULE OF PUBLIC IMPROVEMENTS**

6.1 The public improvements and actions identified in Article IV have been completed by the City.

**ARTICLE VII
PAYMENTS TO CITY**

7.1 If the levels of equalized assessed real property value or total sales of developed lots identified in section 5.6 above have not been met, Heritage Custom Homes and R Van Rite Construction each guarantee (50% each) payment of real property tax or its equivalent to the City by January 31 of each year that the amount of property value has not been met. The payment shall be based upon the following calculation:

$$\begin{array}{r} \text{Current year scheduled equalized value} \\ \times \text{Current year real property value within the Sunset Hill \#2 redevelopment} \\ \times \text{annual real property tax rate (current tax year)} \\ = \text{Tax equivalent payment} \end{array}$$

Heritage Custom Homes and R Van Rite Construction may agree to a different allocation of responsibility for this guaranty, as long as the above tax equivalent payment is 100 percent guaranteed between Heritage Custom Homes and R Van Rite Construction.

7.2 The payment obligations as set forth herein are hereby guaranteed by the personal guarantees of Russ Van Rite and Shawn Aalsma in a form acceptable to the City. The amount of this guarantee shall be based upon the amount of real property value yet to be constructed within the project. Such guarantee shall be decreased each year based upon the amount real property value needed to reach the \$2,179,000 commitment by Van Rite/Heritage. The total personal guarantees shall be equally divided between Russ van Rite and Shawn Aalsma. Russ Van Rite shall be responsible to guarantee 50% of the total payment obligations and Shawn Aalsma shall be responsible to guarantee the other 50% of the total payment obligations, unless otherwise agreed between Russ Van Rite and Shawn Aalsma.

7.3 Alternate Property Value. The City and Van Rite/Heritage acknowledge that homes constructed with a lesser assessed property value, but at a faster pace can still provide the necessary tax increments to cover the city's costs under the TID #3 project plan. Therefore, the City and Van Rite/Heritage may agree to a lesser real property value than required under section 5.6. In the event of an agreement for the alternate minimum property value, the payments to the City under sections 7.1 and 7.2 shall be based instead upon the alternate minimum property value.

**ARTICLE VIII
GENERAL CONDITIONS**

8.1 No Vested Rights Granted. Except as expressly provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to Van Rite/Heritage. The City does not warrant by this Agreement that Van Rite/Heritage is entitled to any other approvals required.

8.2 No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by Van Rite/Heritage.

8.3 Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by Van Rite/Heritage and the City.

8.4 Entire Agreement. This written Agreement and the written amendments hereto, and any referenced attachments hereto, shall constitute the entire Agreement between the City and Van Rite/Heritage.

8.5 Severability. If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision and the rights of the parties will be construed as if the part, term or provision was never part of this Agreement.

8.6 Assignment. The benefits of this Agreement to Van Rite/Heritage are personal and shall not be assigned without the express written approval of the City. Such approval shall not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of Van Rite/Heritage and also shall be binding upon the heirs, successors and assigns of Van Rite/Heritage. However, no act of the City shall constitute a release of Van Rite/Heritage from its liability under this Agreement.

8.7 Immunity. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under applicable law.

8.8 Notice. Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U. S. Postal Service, postage prepaid, certified, and return receipt requested and addressed as follows:

To City: City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235
Attention Steven McNeil, Administrator

With copy to: Atty. Randall J. Nesbitt
Pinkert Law Firm LLP
P. O. Box 89
Sturgeon Bay, WI 54235

To R Van Rite: R Van Rite Construction
3684 Packerland Drive
De Pere, WI 54115

To Heritage: Shawn Aalsma
Heritage Custom Homes
3973 Garrett Street
De Pere, WI 54115

8.9 The prior Development Agreement, between the City of Sturgeon Bay and V & A of Sturgeon Bay LLC is null and void effective upon the execution of this Agreement.

CITY OF STURGEON BAY

By: Thad Birmingham
Thad Birmingham, Mayor

By: Stephanie J. Reinhardt
Stephanie Reinhardt, City Clerk

R VAN RITE CONSTRUCTION

By: Russ Van Rite

Its: _____

HERITAGE CUSTOM HOMES

By: [Signature]

Its: President

[Signature]
Russ Van Rite

[Signature]
Shawn Aalsma

This document drafted by:
Atty. Randall J. Nesbitt
454 Kentucky Street
P. O. Box 89
Sturgeon Bay, WI 54235

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

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Personnel Committee, hereby recommend that the Full-Time Police Assistant position become part of the Non-Union Step Based Salary System.

Respectfully submitted,

PERSONNEL COMMITTEE
By: Joe Stutting, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: July 2, 2013

* * * * *

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

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

2013 NON-UNION STEP BASED SALARY SYSTEM

POSITION	STARTING WAGE STEP 1	STEP 2 6 MONTHS	STEP 3 18 MONTHS	STEP 4 30 MONTHS	STEP 5 36 MONTHS
POLICE DEPARTMENT OFFICE MANAGER	38,906.87	40,676.69	44,027.87	47,379.09	49,054.73
MUNICIPAL SERVICES SECRETARY	14.38	15.10	15.74	16.48	17.18
PARK & RECREATION SECRETARY	14.38	15.10	15.74	16.48	17.18
COMMUNITY DEVELOPMENT/BLDG. INSPECTION SECRETARY	14.38	15.10	15.74	16.48	17.18
OFFICE/ACCOUNTING ASSISTANT I (Payroll)	14.38	15.10	15.74	16.48	17.18
OFFICE/ACCOUNTING ASSISTANT II (Accounts Payable)	14.38	15.10	15.74	16.48	17.18
ASSESSING DEPARTMENT CLERK	14.38	15.10	15.74	16.48	17.18
FULL-TIME POLICE ASSISTANT	14.38	15.10	15.74	16.48	17.18

FULL-TIME POLICE ASSISTANT	15.84
PART-TIME POLICE ASSISTANT	13.82

PART-TIME ASSESSING DEPT. CLERK	11.42
---------------------------------	-------

CROSSING GUARD	11.62
----------------	-------

PARKING ATTENDANT	8.53
-------------------	------

Effective at start of 2013/2014 school year

STEP SYSTEM ADMINISTRATION:

Employees progress through steps at given intervals conditioned upon satisfactory performance evaluation.

Salary ranges shall be reviewed annually by the Personnel Committee and Common Council for adjustment based upon inflation or other related market conditions.

ORDINANCE NO. _____

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

SECTION 1: The following described property is hereby rezoned from Agricultural (A) to Light Industrial (I-1A):

Lots 1, 2 and 3 of Certified Survey Map No. 2769, recorded in Volume 16 of Certified Survey Maps, Page 333, located in the W 1/2 of the SE 1/4 of Section 18 (Subdivision 67), Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, Wisconsin.

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

Approved:

Thad Birmingham
Mayor

Attest:

Stephanie L. Reinhardt
City Clerk

Executive Summary

Title: Zoning Map Amendment from A to I-1A for City of Sturgeon Bay – S. Neenah Ave.

Background: The City of Sturgeon Bay petitions to rezone an approximately 24.5 acres parcel from Agricultural (A) to Light Industrial (Industrial Park) (I-1A). The subject property is a strip of land 425 feet deep along the west side of S. Neenah Avenue running from the Therma-Tron-X property southerly to Leeward Street (extended). The parcel is currently vacant and was recently purchased from Roger Anderson. The City intends to use the property for an expansion of the Sturgeon Bay Industrial Park.

The subject site is currently farmland or woods. A conditional use was recently granted for a relocated natural gas regulator station for Wisconsin Public Service Corp on a portion of the site. The City is in the process of transferring ownership of that one-acre site to WPS. Their facility is a permitted use in the I-1A district.

The surrounding zoning is I-1A to the north and east, with Agricultural to the south and west. The adjoining land uses include a mixture of industrial uses, farmland, and woods. There are a few scattered homes in the general vicinity.

Comprehensive Plan: The Future Land Use Plan of the Sturgeon Bay Comprehensive Plan designates the subject parcel within the Industrial classification. This is defined as areas intended for manufacturing, assembly, production, storage, distribution, and construction contracting along with uses that service such businesses. The proposed rezoning is consistent with the Comprehensive Plan.

Fiscal Impact: The proposed rezoning would allow industrial development along the frontage of S. Neenah Avenue. This area is already served by utilities and the street and other improvements are already installed (much of it grant funded). Thus, if the future industrial development occurs, the fiscal impact of the proposed rezoning should be positive.

Public Hearing: The public hearing was held June 19th. There was no testimony presented.

Plan Commission Action: The Plan Commission voted 4-0 to recommend approval of the zoning map amendment.

Recommendation: Staff recommends approval of the zoning map amendment from A to I-1A.

Prepared by: 
Martin Olejniczak
Community Development Director

6-27-13
Date

Reviewed by: 
Steve McNeil
City Administrator

6-27-13
Date

Date Received: 5-10-13
 Fee Paid: \$ _____
 Received By: _____

CITY OF STURGEON BAY ZONING/REZONING APPLICATION

	APPLICANT/AGENT	LEGAL PROPERTY OWNER
Name	<u>City of Sturgeon Bay</u>	<u>Same</u>
Company		
Street Address	<u>421 Michigan St.</u>	
City/State/Zip	<u>Sturgeon Bay WI 54235</u>	
Daytime Telephone No.	<u>746-2906</u>	
Fax No.		

STREET ADDRESS OF SUBJECT PROPERTY: West side of Neenah Ave - 24.6 acres
 Location if not assigned a common address: 428' x 2500'

TAX PARCEL NUMBER: 281-64-66000101

CURRENT ZONING CLASSIFICATION: A

CURRENT USE AND IMPROVEMENTS:
~~Blk~~ Faceted and Woods

ZONING DISTRICT REQUESTED: I-1A

COMPREHENSIVE PLAN DESIGNATION OF SUBJECT PROPERTY: Industrial

PROPOSED USE OF SURROUNDING PROPERTY UNDER COMPREHENSIVE PLAN:

North:	<u>Industrial</u>
South:	<u>Agricultural</u>
East:	<u>Industrial</u>
West:	<u>Industrial</u>

ZONING AND USES OF ADJACENT SURROUNDING PROPERTIES:

North: E-1A: ThermaTronics - manufacturing
South: A: vacant woods
East: E-1R: mix of vacant land and Industrial
West: A: mix of farm land and woods

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

Attach a full legal description (preferably on disk), 8-1/2" X 11" location map, and Agreement for Reimbursement of expenses.

Property Owner (Print Name)	Signature	Date
<u>Martin Olejczak</u>	<u>Martin Olejczak</u>	<u>5-9-13</u>
Applicant/Agent (Print Name)	Signature <u>Community Dev. Director</u>	Date

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

N/A

Date of review meeting	Applicant Signature	Staff Signature
------------------------	---------------------	-----------------

- Attachments:
 Procedure & Check List
 Agreement For Reimbursement of Expenses

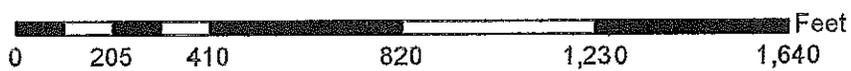
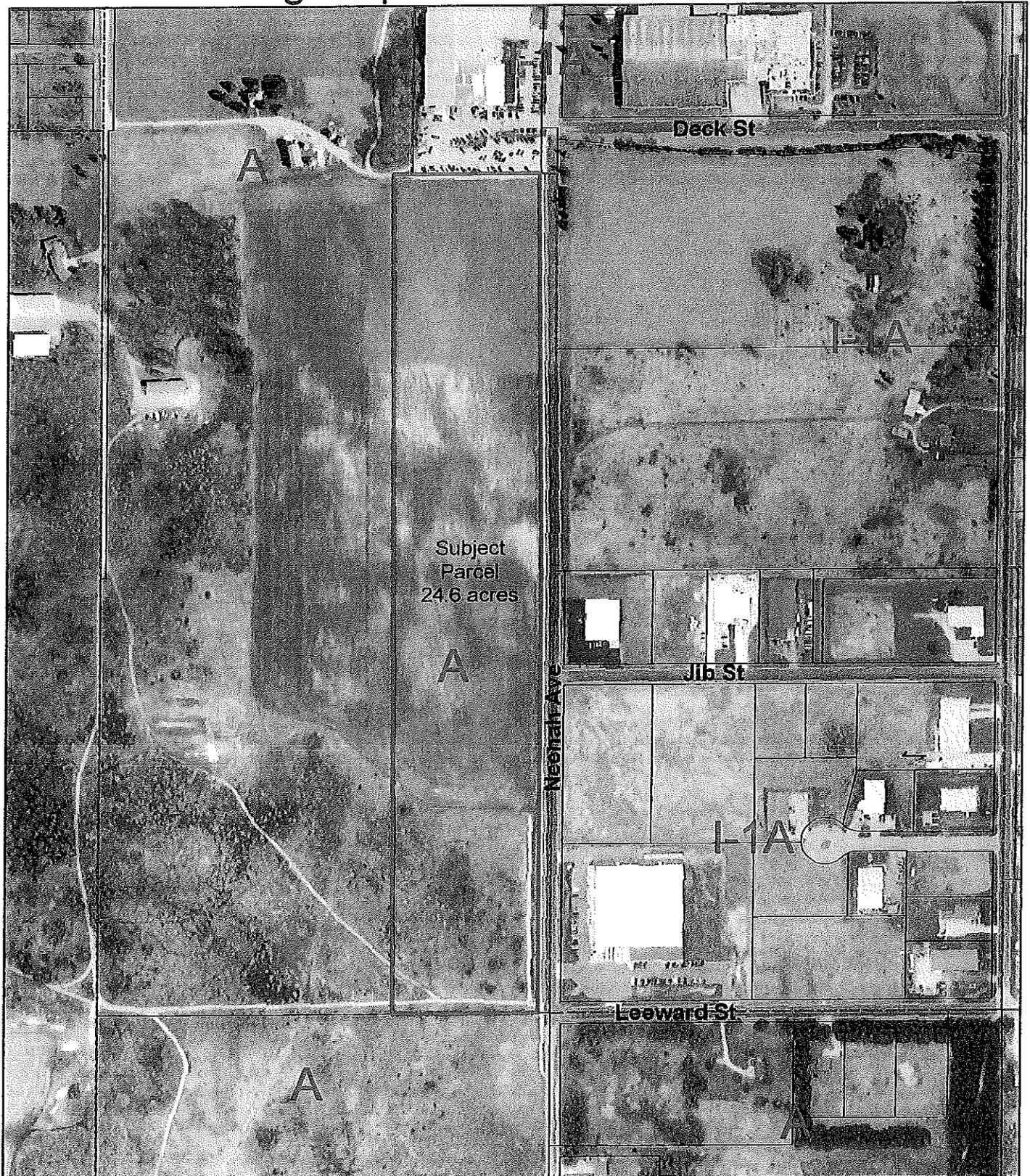
STAFF USE ONLY

Application conditions of approval or denial:

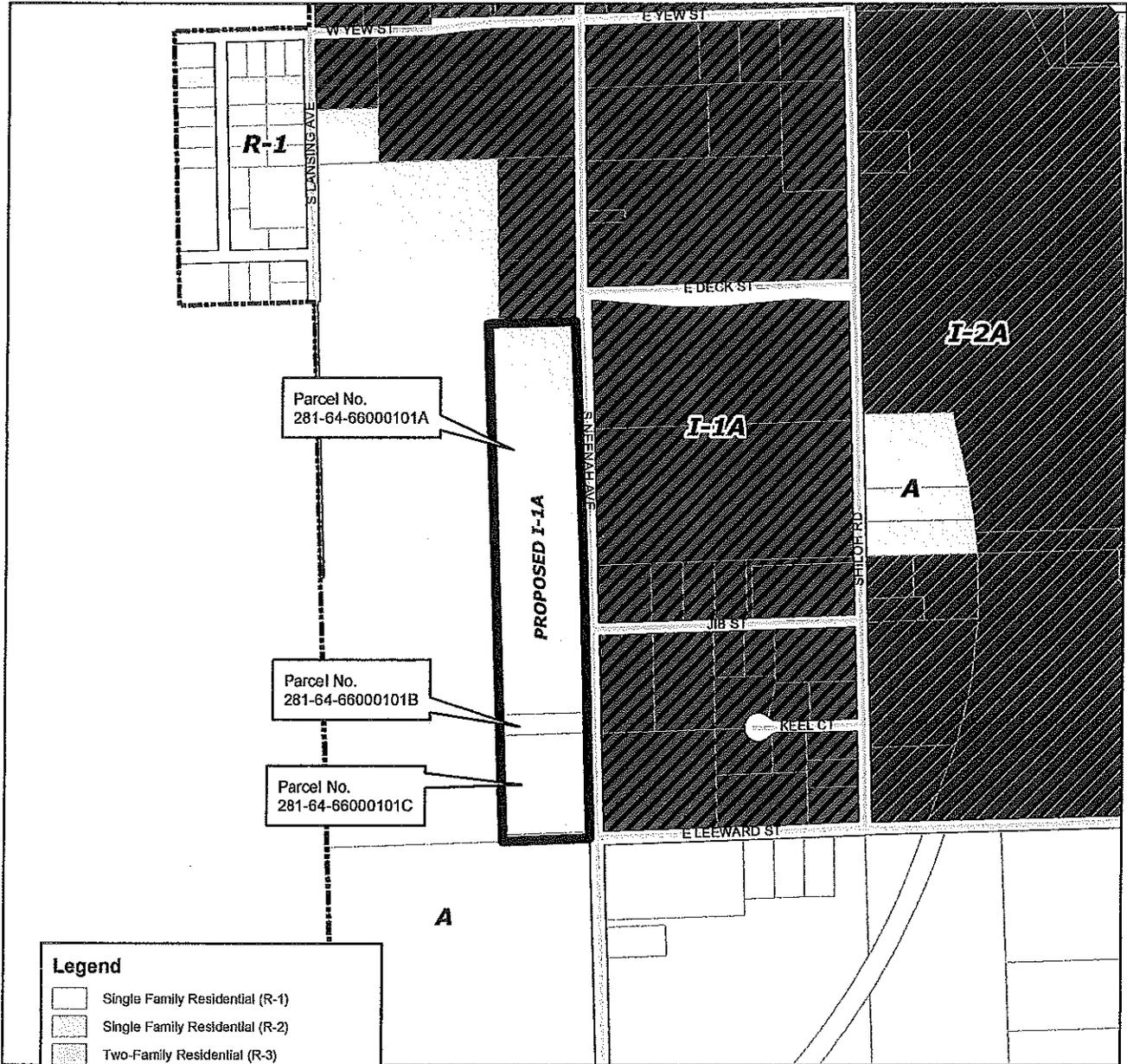
Date	Community Development Director
------	--------------------------------

Location Map

Zoning Map Amendment - A to I-1A



Map Date: May 9, 2013
Air Photo Date: May 2011



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)

June 26, 2013

