CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, DECEMBER 2, 2014
12:00 p.m. NOON
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. **Introduction of Sturgeon Bay Superintendent of Schools Daniel Tjernagel.**

6. **Consideration of the following bills: General Fund – $53,774.23, Capital Fund - $90,362.69, Cable TV - $5,697.31, TID #3 - $363.00 and Solid Waste Enterprise Fund - $2,613.48 for a grand total of $152,810.71.** [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 11/18/14 regular Common Council minutes.**

   * b. **Approval of the following minutes:**

      (1) **Waterfront Redevelopment Authority – 11/3/14**
      (2) **Finance/Purchasing & Building Committee – 11/11/14**
      (3) **Community Protection & Services Committee – 11/13/14**
      (4) **Personnel Committee – 11/18/14**

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

      (1) **Fire Department Report – October 2014**

   * d. **Community Protection & Services Committee recommendation re: Exercise option to renew the personal services contract with Mann Communications, LLC for an additional term of two years commencing January 1, 2015 and ending on December 31, 2016.**

   * e. **Personnel Committee recommendation re: Allow City offices to close on Friday, December 26, 2014 with the understanding that if there are administrative employees who do not wish to take vacation or other paid leave that day, all offices would remain open to be minimally staffed.**

8. **Mayoral appointments.**

9. **Resolution re: Approving Application for Urban Wildlife Damage Abatement and Control Grant.**

10. **Community Protection & Services Committee recommendation re: Repeal and recreate Sections 9.01(6) and 9.01(7) of the Municipal Code (Intoxicating liquors and Fermented malt beverages) regarding liquor license revocation, suspension, and non-renewal; and selection procedure.**

11. **First reading of ordinance re: Repeal and recreate Sections 9.01(6) and 9.01(7) of the Municipal Code (Intoxicating liquors and Fermented malt beverages.)**

12. **Finance/Purchasing & Building Committee recommendation re: Approve the disallowance of claim for Mark Hill.**

13. **Resolution re: Disallowance of Claim for Mark Hill.**

14. **Committee Chairperson Reports:**

    a. **City Plan Commission**
    b. **Finance/Purchasing & Building Committee**
    c. **Park & Recreation Committee**

15. **Public comment on non-agenda items.**

16 **Mayor's comments.**

17. **Convene in closed session in accordance with the following exemption:**

    Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Wis. Stats 19.85(1)(g)

    Consideration of: Litigation update & resolution.

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

18. **Adjourn.**

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 11.26.14

Time: 12:00pm

By: LM

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 12/02/2014

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
GENERAL FUND					
LIABILITIES					
04696	DOOR COUNTY TREASURER	2014 DOG LICENSES	01-000-000-24335	1,048.25	
			TOTAL LIABILITIES		1,048.25
			TOTAL GENERAL FUND		1,048.25
LAW/LEGAL					
16555	PINKERT LAW FIRM, LLP	OCT '14 TRAFFIC MATTERS	01-110-000-55010	982.00	
			TOTAL		982.00
			TOTAL LAW/LEGAL		982.00
CITY CLERK-TREASURER					
17700	QUILL CORPORATION	YEAR LABELS 2015	01-115-000-51950	7.99	
17700		FOLDERS/BINDER CLIPS	01-115-000-51950	33.27	
			TOTAL		41.26
			TOTAL CITY CLERK-TREASURER		41.26
COMPUTER					
03101	CDW GOVERNMENT, INC.	1 PHOTOSHOP	01-125-000-55550	240.00	
			TOTAL		240.00
			TOTAL COMPUTER		240.00
CITY ASSESSOR					
ASSO APP	ASSOCIATED APPRAISAL	12/02/14 CONTRACT	01-130-000-55010	1,245.93	
			TOTAL		1,245.93
			TOTAL CITY ASSESSOR		1,245.93
MUNICIPAL SERVICES ADMIN.					
06600	FRV INC	PRINTER INK CARTRIDGES	01-145-000-51950	307.93	
			TOTAL		307.93
			TOTAL MUNICIPAL SERVICES ADMIN.		307.93
PUBLIC WORKS ADMINISTRATION					
03133	CELLCOM WISCONSIN RSA 10	10/14 STREETS CELL SVC	01-150-000-58250	13.65	

INVOICES DUE ON/BEFORE 12/02/2014

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
03133		10/14 BOB B CELL SVC	01-150-000-58250	48.83	
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	PAPER & SUPPLIES	01-150-000-52800	213.82	
BUBRICKS		DESK CHAIR	01-150-000-54999	135.79	
			TOTAL		412.09
			TOTAL PUBLIC WORKS ADMINISTRATION		412.09
CITY HALL					
04545	DOOR COUNTY COOPERATIVE	LETTERS	01-160-000-51400	7.10	
08280	HILL BUILDING MAINTENANCE INC	OCT CLEANING CITY HALL	01-160-000-55300	590.00	
23730	WPS	421 MICHIGAN ST-CITY HALL	01-160-000-56600	1,773.63	
CINTAS	CINTAS FIRE PROTECTION	ANNL SPRINKLR SYSTM INSPECT	01-160-000-58999	275.00	
			TOTAL		2,645.73
			TOTAL CITY HALL		2,645.73
POLICE DEPARTMENT					
US BANK	US BANK EQUIPMENT FINANCE	RICOH LEASE #22 OF 36	01-200-000-55650	181.00	
			TOTAL		181.00
			TOTAL POLICE DEPARTMENT		181.00
PATROL BOAT					
PATROL BOAT					
SAFE	SAFE BOATS INTERNATIONAL LLC	REPAIRS TO POLICE/FIRE BOAT	01-205-000-58999	16,862.55	
			TOTAL PATROL BOAT		16,862.55
			TOTAL PATROL BOAT		16,862.55
POLICE DEPARTMENT/PATROL					
03133	CELLCOM WISCONSIN RSA 10	10/14 CELL PHONES	01-215-000-58250	777.38	
03133		10/14 SQUAD PRINTERS	01-215-000-58250	311.46	
04696	DOOR COUNTY TREASURER	FUEL CHARGES 1250.48@ 3.2830	01-215-000-51650	4,105.33	
19880	STURGEON BAY UTILITIES	SUNSET PRK BT LAUNCH	01-215-000-56150	9.37	
19880		NAUTICAL DR CAMERA WWTP	01-215-000-56150	10.74	
20081	TARGET BANK	INTERNET CABLE	01-215-000-54999	9.49	
20081		ASSTD OFFICE SUPPLIES	01-215-000-54999	21.33	
22800	WALMART COMMUNITY	BINDER	01-215-000-54999	9.97	
22800		CAT FOOD	01-215-000-54999	9.48	
22800		BATTERIES/GLOVES	01-215-000-54999	86.02	
22800		CREDIT RETURN CALENDAR	01-215-000-54999	-4.09	
FIRST	FIRST NATIONAL BANK OF OMAHA	ECONO/POLICE CITZN ACADMY	01-215-000-54999	30.50	
FIRST		MEAL EXPLOITED CHILD TRN/PORTR	01-215-000-55600	29.75	
FIRST		MEAL EXPLOITED CHILD TRN/PORTR	01-215-000-55600	28.67	
FIRST		MEAL EXPLOITED CHILD TRN/PORTR	01-215-000-55600	31.40	

INVOICES DUE ON/BEFORE 12/02/2014

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
FIRST		MEALS/US ATTNY MEETING	01-215-000-54999	33.50	
FIRST		FED EX SHIPMENT PICK UP	01-215-000-54999	104.65	
FIRST		ECONO FOODS	01-215-000-54999	11.80	
FIRST		KEEPSHOOTING.COM/HENRY	01-215-000-55600	33.57	
HOUGAARD	CHAD HOUGAARD	HOUGAARD/MEAL & FUEL REIMB	01-215-000-55600	53.39	
WI DOT	WIS DEPT OF TRANSPORTATION	SOUTH/TRACS CONF REGISTRATION	01-215-000-55600	35.00	
WI DOT		DORNER/TRACS CONF REGISTRATION	01-215-000-55600	35.00	
			TOTAL		5,773.71
			TOTAL POLICE DEPARTMENT/PATROL		5,773.71
POLICE DEPT. / INVESTIGATIONS					
20081	TARGET BANK	PHOTO PRINTS	01-225-000-51500	65.89	
ACCURINT	LEXISNEXIS	OCTOBER 2014 CONTRACT FEE	01-225-000-57950	80.00	
			TOTAL		145.89
			TOTAL POLICE DEPT. / INVESTIGATIONS		145.89
FIRE DEPARTMENT					
01766	AURORA MEDICAL GROUP	NEW HIRE PHYSICALS	01-250-000-57100	508.00	
01770	MATT AUSTAD	AUSTAD/UNIFORM SHIRTS & HAT	01-250-000-52900	48.00	
04696	DOOR COUNTY TREASURER	OCTOBER FUEL CHARGES	01-250-000-51650	1,407.14	
08260	TIM HERLACHE	HERLACHE/UNIFORM HAT	01-250-000-52900	9.00	
17700	QUILL CORPORATION	PRINTER TONER	01-250-000-51950	75.59	
19880	STURGEON BAY UTILITIES	835 N 14TH AVE SALT SHED	01-250-000-56675	5.20	
19880		835 N 14TH AVE CITY GARAGE	01-250-000-56675	42.00	
19880		DUCK POND	01-250-000-56675	5.20	
19880		SUNSET CNTR/NEW CONC	01-250-000-56675	42.00	
19880		FRANKE GRASSE MEM SHELTER	01-250-000-56675	13.00	
19880		OTUMBA PARK	01-250-000-56675	5.20	
19880		WEST SIDE WARM HOUSE	01-250-000-56675	5.20	
19880		WEST SIDE FIRE STATION	01-250-000-56675	42.00	
19880		WEST SIDE FIRE STATION	01-250-000-56150	109.86	
19880		WEST SIDE FIRE STATION	01-250-000-58650	94.14	
19880		38 S NEENAH AVE PAVILLION	01-250-000-56675	5.20	
19880		38 S NEENAH AVE RSTRM/FC	01-250-000-56675	26.00	
19880		JAYCEES BALLFLD STAND	01-250-000-56675	13.00	
19880		MICH ST JC BALLFLD SPRNKLR	01-250-000-56675	42.00	
19880		WEST SIDE BALLFLD LITES	01-250-000-56675	5.20	
19880		916 N 14TH WARNING SIREN	01-250-000-56150	8.24	
19880		COVE RD/CANAL RD SIREN	01-250-000-56150	14.70	
19880		SUNSET PRK STAR PLANT	01-250-000-56675	42.00	
19880		835 N 14TH AVE SIGN SHED	01-250-000-56675	5.20	
19880		CHERRY BLOSSOM PARK	01-250-000-56675	13.00	
19880		CLAY BANKS SIREN	01-250-000-56150	16.18	
22800	WALMART COMMUNITY	ASSTD FIRE PREVNT SUPPLIES	01-250-000-52250	206.10	
22800		FIRE PREVENT SUPPLIES	01-250-000-52250	22.86	
23730	WPS	656 S OXFORD AVE-WST FIRE	01-250-000-56600	177.89	
FIRST	FIRST NATIONAL BANK OF OMAHA	EMT REFRSHR TRNING/WIEGAND	01-250-000-55600	180.25	
FIRST		EMT REFRSHR TRNING/WIEGAND	01-250-000-55600	15.45	

INVOICES DUE ON/BEFORE 12/02/2014

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
FIRST		EMT REFRSHR TRNING/FRANGIPANE	01-250-000-55600	195.70	
FIRST		EMT REFRSHR TRNING/AUSTAD	01-250-000-55600	195.70	
FIRST		EMT REFRSHR TRNING/MONTEVIDEO	01-250-000-55600	195.70	
FIRST		EMT REFRSHR TRNING/HERLACHE	01-250-000-55600	195.70	
FIRST		FIRE/POLICE COMM INTRVIEW FOOD	01-250-000-55600	14.10	
HANSON B	BRIAN HANSON	DUTY SHIRT/B HANSON	01-250-000-52900	13.00	
O'REILLY	O'REILLY AUTO PARTS	HEADLIGHT KIT	01-250-000-53000	22.10	
PAULCONW	PAUL CONWAY SHIELDS	HAZMAT SUITS	01-250-000-51350	934.66	
US CELL	US CELLULAR	INSPECTION AIR CARDS	01-250-000-58250	48.86	
			TOTAL		5,020.32
			TOTAL FIRE DEPARTMENT		5,020.32
ROADWAYS/STREETS					
14825	NORTHEAST ASPHALT INC	9.75 TN HOTMX PATCHING MAT.	01-400-000-52200	563.06	
			TOTAL		563.06
			TOTAL ROADWAYS/STREETS		563.06
STREET MACHINERY					
04696	DOOR COUNTY TREASURER	406.50 G UNLEAD @ 3.283/GAL	01-450-000-51650	1,334.53	
04696		801.86 G DSL @ 3.528/GAL	01-450-000-51650	2,828.96	
			TOTAL		4,163.49
			TOTAL STREET MACHINERY		4,163.49
CITY GARAGE					
01766	AURORA MEDICAL GROUP	DOT RANDOM TESTING	01-460-000-57100	25.00	
01766		DOT RANDOM TESTING	01-460-000-57100	75.00	
19310	GALETON GLOVES INC	GLOVES	01-460-000-54999	124.80	
19310		SHIPPING	01-460-000-54999	9.84	
19880	STURGEON BAY UTILITIES	835 N 14TH AVE SALT SHED	01-460-000-56150	8.24	
19880		835 N 14TH AVE CITY GARAGE	01-460-000-56150	663.95	
19880		835 N 14TH AVE CITY GARAGE	01-460-000-58650	127.00	
23730	WPS	835 N 14TH AVE- CITY GARAGE	01-460-000-56600	1,219.40	
			TOTAL		2,253.23
			TOTAL CITY GARAGE		2,253.23
HIGHWAYS - GENERAL					
19880	STURGEON BAY UTILITIES	3 TRFC WARN LGHTS	01-499-000-58000	8.25	
			TOTAL		8.25
			TOTAL HIGHWAYS - GENERAL		8.25

INVOICES DUE ON/BEFORE 12/02/2014

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
PARK & RECREATION ADMIN					
03133	CELLCOM WISCONSIN RSA 10	10/14 BOB B CELL SVC	01-500-000-58250	48.83	
03133		10/14 SWYR DOCK CELL SVC	01-500-000-58250	14.11	
03133		10/14 CELL SVC	01-500-000-58250	13.12	
SRO	SRO EVENTS, INC	HARMONY BROCHURE	01-500-000-52250	615.60	
			TOTAL		691.66
			TOTAL PARK & RECREATION ADMIN		691.66
PARKS AND PLAYGROUNDS					
02330	JIM OLSON MOTORS	DEFROST KNOBS/P9	01-510-000-53000	19.08	
02435	BISSEN ASPHALT LLC	YMCA WALKWAY MATERIALS	01-510-000-54999	645.34	
04696	DOOR COUNTY TREASURER	OCTOBER FUEL CHARGES	01-510-000-51650	1,164.05	
19880	STURGEON BAY UTILITIES	SUNSET CNTR/NEW CONC	01-510-000-56150	38.86	
19880		SUNSET CNTR/NEW CONC	01-510-000-58650	58.96	
19880		FRANKE GRASSE MEM SHELTER	01-510-000-56150	76.06	
19880		FRANKE GRASSE MEM SHELTER	01-510-000-58650	20.23	
19880		OTUMBA PARK	01-510-000-56150	22.07	
19880		OTUMBA PARK	01-510-000-58650	14.70	
19880		WEST SIDE WARM HOUSE	01-510-000-56150	60.81	
19880		WEST SIDE WARM HOUSE	01-510-000-58650	13.79	
19880		JAYCEES BALLFLD STAND	01-510-000-56150	23.77	
19880		JAYCEES BALLFLD STAND	01-510-000-58650	9.71	
19880		OTUMBA PRK WALKWAY LITES	01-510-000-56150	39.99	
19880		OTUMBA PRK/STREET LITES	01-510-000-56150	151.32	
19880		FLORIDA ST/SUNSET PRK	01-510-000-56150	15.61	
19880		835 N 14TH AVE SIGN SHED	01-510-000-56150	19.81	
19880		835 N 14TH AVE SIGN SHED	01-510-000-58650	14.21	
19880		CHERRY BLOSSOM PARK	01-510-000-56150	9.94	
19880		CHERRY BLOSSOM PARK	01-510-000-58650	3.19	
23730	WPS	335 S 14TH AVE-MEMRIAL FLD	01-510-000-56600	172.03	
HORST	HORST DISTRIBUTING	40 BAGS PRO'S CHOICE RED	01-510-000-54999	390.00	
MACCOUX	PHIL MACCOUX	MACCOUX/2014 WORK BOOT REIMB	01-510-000-56800	100.00	
VIKING	VIKING ELECTRIC SUPPLY, INC	OTUMBA EXHAUST FANS	01-510-000-54999	180.34	
			TOTAL		3,263.87
			TOTAL PARKS AND PLAYGROUNDS		3,263.87
BALLFIELDS					
19880	STURGEON BAY UTILITIES	SEASONAL TRVLING WATER METERS	01-520-000-54999	286.36	
			TOTAL		286.36
			TOTAL BALLFIELDS		286.36
MUNICIPAL DOCKS					
16725	ESP PRODUCTS, INC	2014 ANNL DOCK REMOVAL	01-550-000-55900	600.00	
19880	STURGEON BAY UTILITIES	36 S NEENAH PKG LOT LTS	01-550-000-56150	381.21	
19880		38 S NEENAH AVE PAVILLION	01-550-000-56150	39.77	

INVOICES DUE ON/BEFORE 12/02/2014

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
19880		38 S NEENAH AVE PAVILLION	01-550-000-58650	21.70	
19880		38 S NEENAH AVE RSTRM/FC	01-550-000-56150	176.21	
19880		38 S NEENAH AVE RESTRM/FC	01-550-000-58650	457.67	
23730	WPS	36 S NEENAH RESTROOM	01-550-000-56600	36.83	
			TOTAL		1,713.39
			TOTAL MUNICIPAL DOCKS		1,713.39
WATERFRONT PARKS & WALKWAYS					
19880	STURGEON BAY UTILITIES	DC MUSEUM WALKWAY LIGHTS	01-570-000-56150	29.79	
19880		DC MUSEUM PRK LOT LIGHTS	01-570-000-56150	167.56	
			TOTAL		197.35
			TOTAL WATERFRONT PARKS & WALKWAYS		197.35
			TOTAL GENERAL FUND		48,047.32
CAPITAL FUND					
COMPUTER					
03101	CDW GOVERNMENT, INC.	FD PORT SEC COMPUTR	10-125-000-59040	875.44	
			TOTAL		875.44
			TOTAL COMPUTER		875.44
ROADWAYS/STREETS					
EXPENSE					
02435	BISSEN ASPHALT LLC	MICHIGAN ST ALLEY	10-400-000-59100	116.35	
13655	MONROE TRUCK EQUIPMENT, INC	SALTER FOR #55	10-400-000-59070	7,411.00	
13655		SALTER FOR #5 10'	10-400-000-59070	15,712.00	
13655		SALTER FOR #30	10-400-000-59070	16,212.00	
			TOTAL EXPENSE		39,451.35
			TOTAL ROADWAYS/STREETS		39,451.35
PARKS AND PLAYGROUNDS					
EXPENSE					
11995	LAFORCE HDWE-MFG CORP	TOILET PARTITIONS/MARTIN PRK	10-510-000-59085	1,608.53	
12100	LAMPERT YARDS INC	BUILDING MATERIALS/MARTIN PARK	10-510-000-59085	403.75	
12100		FOAM BOARD/ MARTIN PRK BATHRMS	10-510-000-59085	115.56	
12100		BUILDING MATERIALS/MRTIN PRK	10-510-000-59085	1,220.88	
12100		BUILDING MATERIALS/ MARTIN PRK	10-510-000-59085	438.25	
12100		CREDIT RETURN BUILD MAT/MRTN	10-510-000-59085	-154.16	
13365	MEISSNER LANDSCAPE INC	MARTIN PARK/ LANSCAPE MATERLS	10-510-000-59085	605.10	
16737	PORTSIDE BUILDERS INC	MARTIN PARK FINAL DRAW	10-510-000-59085	42,248.31	
MID DOOR	MIDWEST MOULDING & DOOR, INC	DOORS/MARTIN PRK BATHRM	10-510-000-59085	514.59	
MID DOOR		FINISH MATERIALS/ MARTIN PRK	10-510-000-59085	2,060.41	

INVOICES DUE ON/BEFORE 12/02/2014

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
CAPITAL FUND					
EXPENSE					
EXPENSE					
RICHCO	RICHARDSON INDUSTRIES,INC.	TRUSSES/MARTIN PRK BATHRM	10-510-000-59085	763.03	
WARNER	WARNER-WEXEL WHOLESALE &	MARTIN PARK/ PAPER DISPENSERS	10-510-000-59085	211.65	
			TOTAL EXPENSE		50,035.90
			TOTAL PARKS AND PLAYGROUNDS		50,035.90
			TOTAL CAPITAL FUND		90,362.69
CABLE TV					
CABLE TV / GENERAL					
CABLE TV / GENERAL					
MANN	MANN COMMUNICATIONS, LLC	12/02/14 CONTRACT	21-000-000-55015	4,685.00	
MANN		JUNE COUNCIL PREVIEWS	21-000-000-58999	105.00	
MANN		JUNE DVD COPIES TO LIBRARY	21-000-000-58999	45.00	
MANN		JULY COUNCIL PREVIEW	21-000-000-58999	105.00	
MANN		JULY DVD COPIES TO LIBRARY	21-000-000-58999	45.00	
MANN		AUGUST COUNCIL PREVIEWS	21-000-000-58999	105.00	
MANN		AUGUST DVD COPIES TO LIBRARY	21-000-000-58999	45.00	
MANN		SEPT COUNCIL PREVIEWS	21-000-000-58999	105.00	
MANN		SEPT DVD COPIES TO LIBRARY	21-000-000-58999	45.00	
MANN		OCTOBER COUNCIL PREVIEWS	21-000-000-58999	105.00	
MANN		OCTOBER DVD COPIES TO LIBRARY	21-000-000-58999	60.00	
MARKERTK	MARKERTEK VIDEO SUPPLY	MIC STAND	21-000-000-59070	247.31	
			TOTAL CABLE TV / GENERAL		5,697.31
			TOTAL CABLE TV / GENERAL		5,697.31
			TOTAL CABLE TV		5,697.31
TID #3 DISTRICT					
TID #3 DISTRICT					
$1.685 NOTES					
01761	ASSOCIATED TRUST COMPANY	T3 AGNT FEE RE: 10/22/13 BOND	27-330-937-70002	363.00	
			TOTAL $1.685 NOTES		363.00
			TOTAL TID #3 DISTRICT		363.00
			TOTAL TID #3 DISTRICT		363.00
SOLID WASTE ENTERPRISE					
SOLID WASTE ENTERPRISE FUND					
SOLID WASTE ENTERPRISE FUND					
04696	DOOR COUNTY TREASURER	740.78 G DSL @ 3.528/ GAL	60-000-000-51650	2,613.48	
			TOTAL SOLID WASTE ENTERPRISE FUND		2,613.48
			TOTAL SOLID WASTE ENTERPRISE FUND		2,613.48
			TOTAL SOLID WASTE ENTERPRISE		2,613.48
			TOTAL ALL FUNDS		147,083.80

MANUAL CHECKS

SOUTHERN DOOR SCHOOL 11/20/2014 Check #76190 Mobile Home Tax Payment 01-000-000-41300	$226.81
STURGEON BAY SCHOOLS 11/20/14 Check #76191 Mobile Home Tax Payment 01-000-000-41300	$2,828.78
SUN LIFE FINANCIAL 11/20/14 Check # 76192 Short/Long Term Disability 01-000-000-21545	$1,971.12
VISION INSURANCE PLAN 11/20/14 Check # 76193 Vision Insurance 01-000-000-21540	$700.20
TOTAL MANUAL CHECKS	**$5,726.91**

INVOICES DUE ON/BEFORE 12/02/2014

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

SUMMARY OF FUNDS:

GENERAL FUND	~~48,047.32~~	53,774.23
CAPITAL FUND	90,362.69	
CABLE TV	5,697.31	
TID #3 DISTRICT	363.00	
SOLID WASTE ENTERPRISE	2,613.48	
TOTAL --- ALL FUNDS	~~147,083.80~~	152,810.71

COMMON COUNCIL
November 18, 2014

7a.

A regular meeting of the Common Council was called to order at 12:00 p.m. by Mayor Birmingham. The Pledge of Allegiance was recited. Roll call: Wiegand, Ireland, Vandertie, Wiesner, Stults, Fett, and Schlicht.

Wiegand/Schlicht to adopt agenda. Carried.

Fett/Schlicht to approve following bills: General Fund - $237,394.53, Capital Fund - $69.00, Cable TV - $200.00, TID #4 - $8,305.82, and Solid Waste Enterprise Fund - $14,867.44 for a grand total of $260,836.79. Roll call: All voted aye. Carried.

Wiesner/Ireland to approve consent agenda:

a. Approval of 11/4/14 regular and 11/11/14 special Common Council minutes.
b. Approval of the following minutes:
   (1) Police & Fire Commission – 7/1/14
   (2) Zoning Board of Appeals – 10/28/14
   (3) Finance/Purchasing & Building Committee – 11/4/14
   (4) Police & Fire Commission – 11/5/14
   (5) Board of Canvassers – 11/7/14
c. Place the following on file:
   (1) Inspection Department – October 2014
   (2) Bank Reconciliation – October 2014
   (3) Revenue & Expense Report – October 2014
   (4) Police Department – October 2014
d. Consideration of: Approval of Beverage Operator licenses.
e. Consideration of: Approval of request from Olde Opera House LLC to surrender Class B Combination Liquor License to the City contingent upon the City issuing the license to Benjamin Franklindowland, LLC.

Carried.

There were no mayoral appointments.

Personnel Committee Chair Vandertie, Parking & Traffic Committee Chair Schlicht, Community Protection & Services Committee Chair Wiesner, and Sturgeon Bay Utility Commission President Fett presented reports for their respective committees/commissions.

No one spoke during public comment.

The Mayor made his comments.

Fett/Schlicht to adjourn. Carried. The meeting adjourned at 12:08 p.m.

Respectfully submitted,

Stephanie L. Reinhardt

Stephanie L. Reinhardt
City Clerk/Human Resources Director

 7b1.

WATERFRONT REDEVELOPMENT AUTHORITY
Monday, November 3, 2014

A meeting of the Waterfront Redevelopment Authority was called to order at 2:04 p.m. by Chairperson Tom Herlache in Council Chambers, City Hall, 421 Michigan Street.

Roll call: Members Tom Herlache, Thomas Wulf, Rick Wiesner, John Asher, Stewart Fett, and Bill Galligan were present. Excused: Member Ross Schmelzer. Also present were Mayor Thad Birmingham, City Attorney Randy Nesbitt, City Administrator Steve McNeil, DCEDC Executive Director Bill Chaudoir, Alderman Jerry Stults, City Treasurer/Finance Director Val Clarizio, Community Development Director Marty Olejniczak, and Community Development Secretary Cheryl Nault.

Adoption of agenda: Moved by Mr. Galligan, seconded by Mr. Wulf to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from October 23, 2014.
4. Consideration of: Consent to assignment of, and amendment to development agreement from WHG Door County, LLC to Will Estes, LLC.
5. Convene in closed session in accordance with the following exemption:
   Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. 19.85(1)(e).
   Consideration of: Development proposals and incentives for West Side Waterfront Redevelopment projects – hotel.
   Move to reconvene in open session to take formal action upon preceding subject of closed session, if appropriate; or to conduct discussion or give further consideration where the subject is not appropriate for closed session consideration. The Authority may adjourn in closed session.
6. Adjourn.

Carried.

Approval of minutes from October 23, 2014: Moved by Mr. Asher, seconded by Mr. Galligan to approve the minutes from October 23, 2014. All ayes. Carried.

Consideration of: Consent to assignment of, and amendment to development agreement from WHG Door County, LLC to Will Estes, LLC: Moved by Mr. Galligan, seconded by Mr. Wulf to consent to assignment of, and amendment to development agreement from WHG Door County, LLC to Will Estes, LLC.

Mr. Nesbitt explained that this consideration is in regard to the Applebees property, formerly known as DJ's. When the property was first developed it involved property including the marina, the marina using a part of the building, a joint parking lot, and the Maritime Museum property.

This was all put together into a development agreement. When Applebees purchased the property they did an assignment that was approved by the WRA and involved Applebees having the same obligations and requirements that DJ's had. Since Applebees has closed, they have maintained the same obligations. The property has now been sold to Will Estes, LLC. There is a blanket assignment of the development agreement, which is not effective until the WRA approves it, and Will Estes, LLC would take over the same obligations. There is one issue in the agreement that would restrict the use of any property within a four block area of selling food or beverages. This restriction should be removed, since this could be a short and long term problem for developing other properties. The proposal is a consent to the assignment of the development agreement. It also would waive the condition in the original development agreement that restrict the use of the property within four blocks for food and beverage sales. It also provides that Will Estes, LLC will assume all of the obligations as part of the original development agreement and that any other remaining terms of the development agreement would continue. He did not see any reason for a personal guarantee for obligations in the agreement or to tax obligation on the property.

After Mr. Nesbitt's explanation, a vote was taken on the motion. All ayes. Carried.

Convene in closed session in accordance with the following exemption:

Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. 19.85(1)(e).

Consideration of: Development proposals and incentives for West Side Waterfront Redevelopment projects – hotel.

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

After Chairperson Herlache announced the statutory basis, it was moved by Mr. Fett, seconded by Mr. Asher to convene in closed session. Roll call vote. All ayes. Carried. The meeting moved to closed session at 3:10 p.m.

Moved by Mr. Fett, seconded by Mr. Asher to adjourn in closed session at 3:40 p.m. All ayes. Carried.

Respectfully Submitted,

Cheryl Nault

Cheryl Nault
Community Development Secretary

7b2.

FINANCE/PURCHASING & BUILDING COMMITTEE
November 11, 2014

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:16 pm by Alderperson Fett in the Council Chambers, City Hall. Roll call: Alderpersons Fett, Wiegand and Schlicht were present. Also present: Alderperson Vandertie, City Administrator McNeal, Finance Director/City Treasurer Clarizio, Municipal Services Director Bordeau, City Engineer Tony Depies, Mark Hill and Receptionist Metzer.

A motion was made by Alderperson Schlicht, seconded by Alderperson Wiegand to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Request from Mark Hill for the City to pay for tree removal, house repairs and driveway approach replacement.
4. Review of Unfinished Business
5. Review bills.
6. Adjourn.

Carried.

Consideration of: Request from Mark Hill for the City to pay for tree removal, house repairs and driveway approach replacement.
Finance Director/City Treasurer Clarizio stated the City's insurance carrier, Statewide Services, Inc. conducted their investigation and recommended that the City deny the claim for Mark Hill.

Moved by Alderperson Fett, seconded by Alderperson Wiegand to recommend to the Common Council to approve the disallowance of claim for Mark Hill. Carried with Alderperson Schlicht voting no.

There was no unfinished business.

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

Moved by Alderperson Wiegand, seconded by Alderperson Schlicht to adjourn. Carried. The meeting adjourned at 4:23pm.

Respectfully submitted,

Tricia Metzer

Tricia Metzer

COMMUNITY PROTECTION & SERVICES COMMITTEE
November 13, 2014

A meeting of the Community Protection & Services Committee was called to order at 5:00 p.m. by Chairperson Wiesner in Council Chambers, City Hall. **Roll Call:** Members Mr. Wiesner, Mr. Ireland and Mr. Stults were present. Also present were Steve McNeil from City Hall and Jason Mann from Mann Communications, Attorney Randy Nesbitt, and Alderman Vandertie.

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

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Revised liquor licensing ordinance
4. Consideration of: Personal service contract with Mann Communication, LLC for cable TV services
5. Adjourn

Carried.

Revised Liquor License Ordinance

City Attorney, Randy Nesbitt, reviewed the changes made to ordinance section 9.01(6) and 9.01(7) which was included in the agenda packet. Attorney Nesbitt noted the first change explains how licenses are lost through suspension/non-renewal as a result of not being used. The second way a license may be lost is if the authorizing agent holding the license closes the business, and there is not another business replacing the one being closed, then the license is subject to non-renewal.

Section 9.01(6)(e) had a language addition stating any party holding a Class B liquor license shall suspend or cease doing business selling alcohol beverages for a period of 90 consecutive days or more, such licensee shall be in violation of this section and subject to non-renewal by the Common Council. Any class B liquor license holder who does not have documented liquor sales for at least 180 days per license year shall be in violation of this section and subject to non-renewal of such license. The addition allows the City to pull the license when it becomes apparent an owner of a business is not using the license.

Section 9.01(7) Selection Procedure allows for the City Council to choose the best placement for use of a liquor license, and replaces the language "choose by lot" entirely.

Regarding 9.01(6)(e) Mr. Stults questioned if it would make sense to determine a set amount to be sold in order for a business to keep the license. Attorney Nesbitt responded the more specific the ordinance is the harder it is to prove; the City wants to weed-out those holding licenses that aren't being used, but it does not want to make it a hardship on businesses. Mr. Ireland inquired about how the bar owners will be notified. A letter from the City Clerk will begin the enforcement process. Mr. McNeil informed the committee that currently liquor

licenses expire on June 30th; the changes to the ordinance will have to take effect by April 1 to be able to enforce the 90 day period a business has to make use of their license.

Non-renewal can be challenged by hearing; an opportunity must be given for the agent to continue retaining the license. This will happen on an individual basis. Mr. Ireland posed the question, if a proprietor is not renewed through this process and they turn things around, can they apply to get the license back? After a one-year revocation suspension, the agent may apply once again for the license.

Alderman Vandertie inquired who will be responsible for finding violators. His concern was for the small bar owner who wanted to retire, and hold onto the license as part of the sale of the business.

Moved by Mr. Stults, seconded by Mr. Ireland do hereby recommend to the Common Council that City Ordinance 9.01(6) and 9.01(7) be changed as prepared by Attorney Randall Nesbitt. All ayes. Carried.

Personal Service Contract for Cable TV

Jason Mann of Mann Communications noted the Personal Service Contract stands unchanged; there has not been an increase in the budget for 2015, and should not need one barring any major equipment problems. Listed in the current contract are outdated channel numbers; due to the push into digital, the numbers have changed. Attorney Nesbitt and City Clerk Reinhardt will correct the changes before submitting to the Council. Mr. McNeil indicated the contract will now be concurrent with the State budget; therefore it will be extended for two years.

Moved by Mr. Ireland, seconded by Mr. Stults to recommend to the Common Council the approval of the Personal Service Contract with Mann Communication for cable TV services. All ayes. Carried.

Moved by Mr. Stults, seconded by Mr. Ireland to adjourn the meeting of the Community Protection Services Committee. All ayes. Carried. The meeting was adjourned at 5:31p.m.

Respectfully submitted,

Sarah Spude-Olson
Police Department
Administrative Office Manager

 7b4.

PERSONNEL COMMITTEE
November 18, 2014

A meeting of the Personnel Committee was called to order by Chairperson Vandertie at 12:10 pm in the Second Floor Conference Room. Roll call: Members Vandertie, Fett and Wiesner were present. Also present: City Clerk/Human Resources Director Reinhardt.

Fett/Wiesner to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Closing City offices on Friday, December 26, 2014.
4. Adjourn.

Carried.

In 2003 and 2008, City Hall was closed on Friday, December 26 to allow administrative employees to extend their time off through the weekend by using vacation or other paid time. In 2014, December 26 will, again, fall on a Friday. It is requested that all offices be allowed to close with the understanding that if there are administrative employees who do not wish to take vacation or other paid leave that day, all offices would remain open and be minimally staffed.

Fett/Wiesner to recommend to the Common Council to allow City offices to close on Friday, December 26, 2014 with the understanding that if there are administrative employees who do not wish to take vacation or other paid leave that day, all offices would remain open and be minimally staffed.

Wiesner/Fett to adjourn. Carried. The meeting adjourned at 12:13 p.m.

Respectfully submitted,

Stephanie L. Reinhardt

Stephanie L. Reinhardt
City Clerk/Human Resources Director

7c1.

7c1.

CITY of STURGEON BAY FIRE DEPARTMENT

Tim Dietman
Assistant Fire Chief

421 Michigan St
Sturgeon Bay, WI 54235

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

TO: The Sturgeon Bay Fire And Police Commission/Sturgeon Bay Common Council

FROM: Assistant Fire Chief Tim Dietman

SUBJECT: October 2014 Monthly Fire Report

DATE: November 24, 2014

I submit the following report of activities for the Sturgeon Bay Fire Department for the month of October 2014.

CALLS FIRE DEPARTMENT RECEIVED: 93

CITY CALLS:	**84**	**Type of Call:**		**COUNTRY CALLS:**	**08**
East Side Calls:	71	Fire	18	Town of Sevastopol:	04
West Side Calls:	13	EMS	75	Town of Sturgeon Bay:	04
				Claybanks:	01

INCIDENT TYPE

33 – Medical Non-Emergent	03 – Vehicle Accident	01 – Building Fire
42 – Medical Emergent	03 – CO incident	03– Smoke Scare/Odor of Smoke
03 – Service Call	01 – Outside/Grass Fire	01-Smoke Detector Act. No Fire
01 – Assist Police	01 – Lock-In	01 – Alarm system sounding due to malfunction

CALLS PER DAY:

Monday	12
Tuesday	08
Wednesday	12
Thursday	18
Friday	20
Saturday	12
Sunday	11

INPECTION REPORT:

Inspections within the city limits:	**173**
Number of violations:	**140**
Inspections outside the city limits:	**01**
Number of violations:	**00**
Total number of inspection hours:	**125.74 hours**

SPECIAL REPORTS, ACTIVITIES AND REPAIRS

TRUCK/STATION MAINTENANCE: Firefighters assisted the team from SAFE Boats with replacing the side of Marine1; washed ,hung and rolled fire hose; replaced wiper blades on #11 & #10; cleaned stations; flushed the floor drains with bleach at the Eastside station; repaired the dash lights on #6; installed a lock box on DCMC's Decon Truck; put new extrication tool and power unit into service; built a shelf to store the skid unit from the UTV; installed a bike tire fill station on the outside wall at the East and Westside Fire Stations; replaced the water faucet at the Westside Station; installed an extend-bed in #11; chanced the oil on #8; pressure washed, changed oil and winterized Marine 1; conducted annual pump test on all of our fire apparatus; repaired a toilet at Westside Station; replaced the front axle seal on unit #11 and replaced the steering shaft on #11.

TRAINING: 199.5 hours of training were conducted in October. All shifts went through operations with the new extrication equipment; Vehicle extrication with Jaws, Vehicle stabilization air bags, auto struts and cribbing. AC Dietman, FF Wiegand & FF Montevideo attended a 3 day class at Volk Field put on by National Fire Academy. On-duty firefighters trained with members from Southern Door FD on ice/water rescue equipment and procedures at the YMCA Pool. Firefighters trained with Marine 1 electronics and Lt Stuewer, FF Montevideo, FF Austad & FF Hanson attended a drug recognition training put on by Dept. of Justice and DC Drug & Alcohol Coalition.

PUBLIC EDUCATION: Firefighters completed programs at all of the schools in our district for Fire Prevention. 4K-5 grades all watched a video and listened to a Fire Prevention talk, then returned their homework to be included into drawings for gift cards and Firefighter of the Day which was held in October. Firefighters also presented fire safety presentation/extinguisher demos for members of Hope Church and students at NWTC. We participated in the Homecoming parade/bonfire, Halloween at the YMCA and parade for "Thrills on Third". On duty firefighters also gave a thermal imaging camera demonstration at the Crossroads and presented fire safety presentations and station tours for multiple daycares.

OTHER: Burning permits were given out. Also attend budget meeting and other town meetings.

7d.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend to exercise the option to renew the personal services contract with Mann Communications, LLC for an additional term of two years commencing January 1, 2015 and ending December 31, 2016.

Respectfully submitted,
COMMUNITY PROTECTION AND SERVICES COMMITTEE
By: Rick Wiesner, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: November 13, 2014

* * * * * * * * * *

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2014.

PERSONAL SERVICES CONTRACT

AGREEMENT made this ____ day of _____, 2014, by and between the City of Sturgeon Bay, a Wisconsin municipal corporation, c/o Stephanie Reinhardt, City Clerk, 421 Michigan Street, Sturgeon Bay, Door County, Wisconsin 54235, hereafter referred to as City, and MANN COMMUNICATIONS, LLC, 633 S. 17TH PLACE, STURGEON BAY, DOOR COUNTY, WISCONSIN 54235, hereafter referred to as Contractor.

RECITALS

A. **WHEREAS**, the City is in need of procuring certain personal services for the consolidation and operation of four (4) public, educational, and government (PEG) channels; the promotion, administration, and operation of the PEG channels in accordance with the description of services to be performed as set forth below.

B. **AND WHEREAS**, the Contractor represents that he is ready, willing, and capable of providing said services to the City.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties as hereinafter set forth, the parties agree as follows:

A. Services to be Performed.

The operator shall, during the entire term of this agreement, and any extended term hereafter administer and operate Channel 987, Channel 989, Channel 988 and Channel 990 of the City of Sturgeon Bay cable system, or any of the consolidated public, educational, and governmental channels. The operation and administration of the operator shall include the following:

1. Channel 987:
    a. Prepare programming for broadcast based upon general guidance from the Community Protection and Services Committee.
    b. Maintain a text crawl overlaying the video programming highlighting upcoming community events.

2. Channel 989:
    a. Develop and implement video programming on a weekly schedule. Programming shall consist of a combination of video submitted from within the community, video produced by the operator, and video submitted from outside the community, but with content of local interest.
    b. Develop and maintain non-video programming in the form of text and graphics consisting of public service announcements, program schedules and other information of local interest.

c. Monitor all submittals for compliance with city ordinances and policies concerning public access cable.
d. Provide video coverage for broadcast of at least 30 community events per year, to include parades, festivals, sports, political forums, visual and performing arts, and other programs of community interest.
e. Maintain an inventory of video equipment and make it available to the general public for the taping of local events for broadcast on Channel 96. Coordinate public awareness regarding availability of public access channel.

3. Channel 988:
   a. Video Record and broadcast a minimum of six (6) governmental meetings per month and two City Council preview shows per month. All videotaped city meetings will be broadcast live unless directed otherwise.
   b. Develop and implement a broadcast schedule for all city and county meetings videotaped.
   c. Develop and maintain non-video programming in the form of text and graphics consisting of all city meetings agendas, city government announcements, and other city information of public interest.

4. Channel 990:
   a. Video Record and broadcast a minimum of one (1) school district meeting per month and three (3) additional educational programs per month. All videotaped school district meetings will be broadcast live unless directed otherwise.
   b. Develop and implement a broadcast schedule for all school district meetings videotaped.
   c. Develop and maintain non-video programming in the form of text and graphics consisting of all school district meetings agendas, school district announcements, and other school district information of public interest.
   d. All school district meetings/events which are recorded live shall be broadcast within one (1) week of recording.

5. General:
   a. Maintain, on a yearly basis, an operations manual for the Sturgeon Bay Community Access Cable System.
   b. Attend regular scheduled meetings of Community Protection and Services Committee and the Cable Communications System Advisory Council and report as necessary.
   c. Maintain Video Record archives of all programming.
   d. Maintain records of all programming and other significant activity.

e. Maintain equipment in a serviceable condition, procure repairs as necessary and recommend for liquidation or disposal, items of equipment which is no longer needed. Maintain an up-to-date equipment inventory.
f. Coordinate public access activities including public awareness campaign, broadcast of tapes provided by the general public, maintaining and lending equipment, and recording significant community events as required.
g. Work with City and School District staff in preparation and presentation of annual operating expense and capital improvements budgets for Channels 95, 96, 97 and 98.
h. Maintain the City's plan for operation of PEG channels. Operate the PEG channels pursuant to said plan. Recommend revisions to said plan that will enhance the effectiveness and operation of the PEG channels.

2. Contract Term. The services provided in Section A shall be provided during the term commencing January 1, 2015 and ending at 11:59 p.m. on December 31, 2016, unless sooner terminated as provided herein. The City of Sturgeon Bay may, at its option, extend this Contract for additional terms of two years by providing notice thereof at least thirty (30) days prior to the expiration of this Agreement.

3. Compensation. The City shall compensate Contractor for the above-described services at the annual rate of $56,220.00 during the term of this contract. Payments shall be made to Contractor in equal monthly payments beginning thirty (30) days after the commencement of this Agreement, for services rendered for the previous month. Contractor shall also receive a commission of fifteen (15%) percent of the sale price of any equipment sold by Contractor at City's request. The City reserves the right to sell surplus equipment independent of Contractor. Prior to commencement of work, Contractor shall receive approval from either the Community Protection & Services Committee or the City Administrator (for emergency situations) for compensation of any materials or services performed above and beyond the provisions of this contract.

4. Provision of Equipment, Materials, Goods, and Services. The City shall provide the following described materials, goods, or services to Contractor:

A. Use of all City PEG cable equipment and facilities. Contractor agrees to use such facilities and equipment carefully and prudently and will not be held responsible for damage to or loss of such equipment and facilities unless Contractor is found to be negligent, or unless such damage or loss is the result of an intentional act of Contractor. Contractor shall not be responsible for loss or damage under circumstances over which Contractor has no control.

B. Regarding any materials, goods, or supplementary services that Contractor may deem necessary in order to provide services to the City under this contract, Contractor may voluntarily, at no cost to the City, provide such materials, goods, or supplementary services or Contractor may specifically request City, in writing, to provide or make available such materials, goods or supplementary

services. Video tapes provided by the Contractor for PEG programming upon taping shall become the property of the City.

C. The Contractor is not required to provide any materials, goods, or supplemental services. However, Contractor may provide the use of some of his own materials or goods in order to improve the Contractor's services to the City.

D. Any media, programming, or related media produced in accordance with this contract shall remain the exclusive property of the City of Sturgeon Bay, and the Contractor shall in no way acquire any ownership, copyright, or rights of artistic expression therein.

E. Any purchases of goods or equipment by Contractor on the City's behalf for the operation of the PEG channels shall follow the purchasing guidelines and policies of the City.

5. Programming Use. Contractor agrees not to use his position as PEG Coordinator or use any equipment owned by the City and furnished for use of PEG programming or use any programs written, developed or produced in connection with PEG programming for Contractor's personal use or for sale or other profit by Contractor. Contractor agrees that all programming and production during the term of the Contract, whether produced by the Contractor or submitted by private parties, shall be the property of the City. Contractor shall have no rights to the use of said programs.

6. Insurance. Contractor shall maintain during the life of this Contract and any extension hereof general liability and property damage insurance as shall protect Contractor and any subcontractor/employee performing work covered by this Contract from any claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from performance of this Contract, whether such operation be by Contractor itself or by any subcontractor or by anyone directly or indirectly employed by either of them. Property damage and liability insurance shall name the City of Sturgeon Bay as an additional insured. The coverages and minimum policy limits of such insurance shall be as follows:

A. Bodily Injury

$1,000,000	Each Occurrence
$1,000,000	Annual Aggregate, Products & Completed Operations

B. Property Damage

$500,000	Each Occurrence
$1,000,000	Annual Aggregate

C. Property Damage Liability will provide Explosion, Collapse and Underground coverage where applicable.

D. Personal Injury with employment exclusion deleted

$1,000,000	Annual Aggregate

E. Comprehensive Automobile Liability

F. Bodily Injury

$500,000	Each Person
$500,000	Each Accident

G. Property Damage

$500,000	Each Occurrence

H. Business Auto Insurance

$500,000	Single Limit for Bodily Injury and/or Property Damage

7. Worker's Compensation Insurance. Contractor shall maintain during the term of this Contract and any extended term hereafter worker's compensation insurance for all its employees at the site of the project and, in case any work is sublet, shall require any subcontractor to provide worker's compensation insurance covering any employee which is working upon the project which is the subject of this Agreement.

8. Independent Contractor. The parties understand and acknowledge that the relationship herein between the City and Contractor is that of an Independent Contractor relationship and not that of an employer-employee relationship. The parties also understand that the Contractor will be responsible for all income tax and social security tax reporting; the City will furnish a Form 1099 showing the gross payments for the above-described personal services but will not withhold any amounts for income taxes or social security taxes for Contractor.

9. Indemnification. Contractor shall indemnify and hold harmless City, its agents, officers and employees, for any damages to person, property, or otherwise caused by the actions of Contractor.

10. Termination. This Personal Services Contract may be terminated by the City at any time upon prior thirty (30) days written notice delivered to the Contractor from the City, or to the City or sent by certified mail return receipt requested. Either party may terminate this Agreement immediately at any time upon breach by the other party of its obligations and responsibilities under this contract. Upon termination, Contractor shall be paid for all funds due to him through date of termination.

11. Return of Property. Upon termination of this agreement, for any reason, Contractor will return to the City all equipment, books, records, tapes and documents belonging to the City which he has in his possession or control or which he has placed with someone else in the condition such equipment or property was in when received by Contractor, usual wear and tear excepted.

12. Default/Breach. In event of breach of the contract by Contractor, Contractor will be responsible for the City's cost of enforcement (including costs of obtaining return of any property under paragraph 11. above), including court costs, disbursements and attorneys fees.

13. Assignment. Contractor may not assign his interest in this contract without the prior written consent of the City. He may hire or contract with other persons or entities for the performance of duties under this Agreement without violating this provision.

14. Laws Applicable/Severance. The undersigned parties understand and acknowledge that this personal services contract represents the entire understanding between the parties for the providing of the above described personal services. This personal services contract shall be interpreted in accordance with the laws of the State of Wisconsin. In the event that any of the provisions herein are held to be legally unenforceable, the remaining provisions of this personal services agreement not inconsistent with such legal findings shall remain in full force and effect.

15. Declaration of Novation. This contract represents and constitutes a novation of any and all existing contracts and amendments, including but not limited to the present contract dated February 9, 2007 and that as a novation, this contract supersedes and replaces all such previously existing contracts.

16. The following documents are hereby included as a part of this contract as a method of clarifying the scope of work and services to be provided.

A. CITY OF STURGEON BAY, WISCONSIN, REQUEST FOR PROPOSALS, OPERATION OF FOUR (4) PUBLIC, EDUCATIONAL. & GOVERNMENT (PEG) CHANNELS

B. Proposal, Mann Communications, LLC, July 14, 2010

17. This Agreement shall extend to the heirs, successors, personal representatives and assigns of the parties hereto.

CITY OF STURGEON BAY

By: _____

Thad Birmingham, Mayor

Attest:

By: _____
Stephanie L. Reinhardt, City Clerk

STATE OF WISCONSIN

COUNTY OF DOOR

Personally came before me this ____ day of _____, 2014, Thad Birmingham, Mayor, and Stephanie L. Reinhardt, City Clerk of the above named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority.

_____

Notary Public, State of Wisconsin
My Commission: _____

CONTRACTOR:

_____
Jason Mann, Co-Owner

_____
Morgan Mann, Co-Owner

STATE OF WISCONSIN

COUNTY OF DOOR

Personally came before me, this ____ day of _____, 2014, the above named Jason Mann to me known to be the person who executed the foregoing instrument and acknowledged that same.

_____

Notary Public, State of Wisconsin
My Commission: _____

STATE OF WISCONSIN
COUNTY OF DOOR

Personally came before me, this ____ day of _____, 2014 the above named Morgan Mann to me known to be the person who executed the foregoing instrument and acknowledged that same.

_____

Notary Public, State of Wisconsin
My Commission: _____

This instrument drafted by:
Attorney Randall J. Nesbitt
Pinkert Law Firm LLP
454 Kentucky Street, P.O. Box 89
Sturgeon Bay, WI 54235-0089
Telephone No.: (920)743-6505
on behalf of the City of Sturgeon Bay

 7e.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Personnel Committee, hereby recommend to allow City offices to close on Friday, December 26, 2014 with the understanding that if there are administrative employees who do not wish to take vacation or other paid leave that day, all offices would remain open to be minimally staffed.

Respectfully submitted,

PERSONNEL COMMITTEE
By: Ronald A. Vandertie, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: November 18, 2014

* * * * * *

Moved by Alderperson _____, seconded by Alderperson

_____ that the said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2014.

EXECUTIVE SUMMARY

TITLE: Consideration of: Closing City offices on Friday, December 26, 2014.

BACKGROUND: In 2003 and 2008, City Hall was closed on Friday, December 26 to allow administrative employees to extend their time off through the weekend by using vacation or other paid time. In 2014, Christmas will again be on a Thursday. As many employees have scheduled vacation on Friday and there will be minimal staffing that day, it is requested that all offices be allowed to close with the understanding that if there are administrative employees who do not wish to take vacation or other paid leave that day, all offices would remain open and be minimally staffed.

Traditionally, there has been very little, if any, contact with the public on the day after Christmas. As only offices will be closed, services should be minimally impacted.

FISCAL IMPACT: There will be no fiscal impact.

RECOMMENDATION: To recommend to the Common Council to allow City offices to close on Friday, December 26, 2014 with the understanding that if there are administrative employees who do not wish to take vacation or other paid leave that day, all offices would remain open and be minimally staffed.

PREPARED BY: Stephanie L. Reinhardt
Stephanie L. Reinhardt, City Clerk/Human Resources Director

APPROVED BY: Steven McNeil
Steve McNeil, City Administrator

DATE: November 10, 2014

9.

Resolution No.

Resolution Approving Application for Urban Wildlife Damage Abatement and Control Grant

WHEREAS, *the City of Sturgeon Bay authorizes the grant application to the Wisconsin Department of Natural Resources for Urban Wildlife Damage Abatement and Control; and*

WHEREAS, *The City of Sturgeon Bay has every intent to carry out all proposed activities described within the application and appoints the Municipal Services Director the authorized representative for the project; and*

WHEREAS, *The City of Sturgeon Bay grants WI DNR employees access to inspect all planned operations proposed in said application; and*

WHEREAS, *The City of Sturgeon Bay will maintain all appropriate records to document all expenditures made during and for the Urban Wildlife Damage Abatement and Control program, and will submit to the WI DNR a final report describing all urban wildlife damage control program activities, achievements, and problems, comparing the activities and objectives proposed in The City of Sturgeon Bay's application; and*

WHEREAS, *The City of Sturgeon Bay commits to implement the approved project within two years of the date the grant was signed, otherwise the WI DNR may terminate the grant, and The City of Sturgeon Bay shall repay the WI DNR its grant money that was not spent or that was inappropriately spent plus interest at 5% annually accrued within three years of the date the grant agreement was executed.*

NOW, THEREFORE, BE IT RESOLVED *that The City of Sturgeon Bay proceed with the Urban Wildlife Damage Abatement and Control Grant to implement the project.*

BE IT FURTHER RESOLVED *that a copy of this Resolution shall be forwarded to the Wisconsin Department of Natural Resources.*

Introduced this _____ day of _____, 2014

Passed and adopted this ____ day of _____, 2014

Moved by Alderperson _____, seconded by Alderperson _____ to adopt.

Passed by the Common Council this ____ day of _____, 2014

Vote: Ayes: Noes:

Executive Summary

Title: DNR Goose Abatement Grant

Background: Beginning September 2014 the Parks and Recreation Department took on the task of researching how to reduce the number of geese and prevent property damage caused by the geese along the waters of Sturgeon Bay. Two ideas that were brought forward to us by the USDA Fish and Wildlife Service were egg oiling and goose round ups. If any of these two options are followed through on there is grant money available through the Department of Natural Resources to help cover these costs. The DNR will match 50% of the cost up to $5000.00. In order to apply for this grant we need a resolution from the Common Council allowing us to apply.

Fiscal Impacts: We have received a cost estimate from USDA Fish and Wildlife Services for the possible cost to remove the geese, perform required tissue sampling and process and distribute the geese to a charitable organization. The total estimated cost is $7,400.00. If grant is awarded our cost will be 50% of total abatement cost, no more than $3,700.00.

Options: 1) Allow Municipal Services to apply for grant.
2) Do not apply for grant and pay for abatement ourselves
3) Allow geese to remain a problem and do nothing at all

Recommendation: Staff recommends allowing Municipal Services to apply for goose abatement grant through the Wisconsin Department of Natural Resources.

Prepared By: Bob Bordeau — **Date:** 11/20/2014
Bob Bordeau
Municipal Services Director

Reviewed By: Valerie Clarizio — **Date:** 11/24/14
Valerie Clarizio
Finance Director/City Treasurer

Reviewed By: Stephen McNeil — **Date:** 11/24/14
Stephen McNeil
City Administrator

10.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby to repeal and recreate Sections 9.01(6) and 9.01(7) of the Municipal Code (Intoxicating liquors and Fermented malt beverages) regarding liquor license revocation, suspension and non-renewal; and selection procedure.

Respectfully submitted,
COMMUNITY PROTECTION AND SERVICES COMMITTEE
By: Richard Wiesner, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: November 13, 2014

* * * * * * * * * *

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2014.

11.

ORDINANCE NO. _____

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

SECTION 1: Section 9.01(6) of the Municipal Code of the City of Sturgeon Bay, Wisconsin is hereby repealed and created to read as follows:

9.01 (6) **Revocation, Suspension and Non-renewal.**

(a) *Violation by agent.* A violation of this section by a duly authorized agent or employee of a licensee shall constitute a violation by the licensee.

(b) *Proceedings.* Proceedings for revocation, suspension or non-renewal of any license issued hereunder shall be instituted in the manner and under the procedure prescribed in §125.12, Wis. Stats.

(c) *Grant of license after revocation.* No license shall be granted to a person who has had his/or license revoked hereunder for one year from the date of revocation.

(d) *Failure to have qualified agent.* Any corporation, partnership, LLC or other entity holding a license hereunder, which fails to maintain an agent qualified under Wis. Stats. §125.04 (5) is in violation of this section.

(e) *Cessation of business/non-use of license.* If any party holding a class B liquor license shall suspend or cease doing business selling alcohol beverages for a period of 90 consecutive days or more, such licensee shall be in violation of this section and subject to non-renewal by the Common Council. Any class B liquor license holder who does not have documented liquor sales for at least 180 days per license year shall be in violation of this section and subject to non-renewal of such license.

SECTION 2: Section 9.01 (7) of the Municipal Code of the City of Sturgeon Bay, Wisconsin is hereby repealed and recreated to read as follows:

9.01 (7) **Selection Procedure.** If a class B license for intoxicating liquor is available for any reason, the Common Council shall, upon recommendation of the Community Protection and Services Committee and the police chief, grant such license at such time and in such manner as is determined appropriate in the discretion of the Common Council. For purposes of this section, a license that is surrendered to the city on

the condition that it will be reissued to a designated person or corporation is not available except to the designated person or corporation.

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

Approved:

_____

Thad Birmingham, Mayor

Attest:

_____

Stephanie L. Reinhardt, City Clerk

F:\Clients\S\Sturgeon Bay-City\Ordinances\Liquor license\liquor license 11-05-14.doc

12.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the disallowance of claim for Mark Hill.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE
By: Stewart Fett, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: November 11, 2014

****

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2014.

Statewide Services, Inc.
Claim Division

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

November 10, 2014

City of Sturgeon Bay
Attn: Ms. Valerie Clarizio, Finance Director/City Treasurer
421 Michigan St.
Sturgeon Bay, WI 54235

RE: Our Claim #: WM000152810136
Date of Loss: 09/09/14
Claimant: Mark Hill
922 7th Place
Sturgeon Bay, WI 54235

Loss location: 922 N. 7th Place
Sturgeon Bay, WI 54235

Dear Ms. Clarizio:

As you know, Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance, which provides the insurance coverage for the City of Sturgeon Bay. We are in receipt of the above-stated claim a) involving damages the claimant sustained when a city tree blew over onto his property and b) damage to his driveway allegedly on account of heavy City equipment and/or vehicles resting on the driveway when doing a sidewalk repair project.

We have completed our investigation and recommend that The City disallow the claim. There is no proof that The City is liable for the tree falling over onto Mr. Hill's property in heavy storm winds—winds that blew over several other trees in the community on that night. The City did have to cut into the tree's roots in order to repair the sidewalk, and if it were proven that such work had a factor in the tree falling over, The City would be afforded discretionary immunity for any claimant damages under WI Statute 893.80. Finally, there is no proof that The City damaged Mr. Hill's driveway versus the damage having occurred from the falling tree, or from some other cause; thus, we are recommending that this claim component also be disallowed.

Given the above, we recommend that The City disallow this claim pursuant to the Wisconsin Statute for disallowance of claim 893.80(1g). The disallowance of the claim in this manner will shorten the statute of limitations period to six months. I have enclosed a sample Notice of Disallowance for your use, should you choose to use it, or you may use your own. Please send your disallowance, on your letterhead, directly to the claimant at the above listed address. This should be sent certified or registered mail, and must be received by the claimant within 120 days after you received the claim. Please send me copies of the letters for our file.

Thank you, Valerie, and please do not hesitate to contact me with any questions.

Best regards,

Douglass A. Detlie
Casualty Claims Specialist
Statewide Services, Inc
PO Box 5555
Madison, WI 53705-0555
Office: 608-828-5503
Fax: 800-720-3512
Email: ddetlie@statewidesvcs.com

CC: Phil Burkart, agent.

Enclosure

Statewide Services, Inc.
Claim Division

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

November 10, 2014

Mr. Mark Hill
922 N. 7th Place
Sturgeon Bay, WI 54235

Regarding:	Our Insured:	City of Sturgeon Bay
	Claim No:	WM000152810136
	Date/Loss:	09/09/2014

Dear Mr. Hill:

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance, which provides the insurance coverage for the City of Sturgeon Bay. We are in receipt of the above-captioned claim whereby you assert damage to your home on account of a City tree falling over onto the property, as well as damage to a your driveway on account of heavy equipment used by The City parked on the driveway when working on a sidewalk repair project.

Please be advised that we have completed our investigation and have recommended that The City disallow your claim. You allege that The City weakened the root structure of a city tree located on a "tree lawn" in front of your house when they had to cut into the roots in order to repair the sidewalk, and that unnamed City staff had knowledge that their work weakened the tree, and that the weakened tree was an obvious liability. City staff did cut into the tree roots in order to repair the sidewalk, but they had no notice that this action weakened the tree's root structure, and they had no notice that the tree was unstable. The tree blew given strong storm winds (as did several other trees in the City on that night of heavy winds), and the City's Director of Municipal Services, Bob Bordeau, responded to your loss and found the fallen tree proved healthy and free of disease. There is no evidence that the City's decision to cut into the tree roots actually weakened the tree's root structure and/or led to its blowing over in the strong winds, thus the City is not liable for this unfortunate loss. Once more, The City's decision to cut into the tree roots in order to repair the side walk is discretionary, and they would be afforded discretionary immunity under WI Statute 893.80 for their actions in repairing the sidewalk.

Regarding the damage to your driveway, there is no evidence that City equipment damaged your driveway versus the damage occurring from the fallen tree, or from another cause; thus, we are recommending that The City also disallow this component of your claim.

Given that The City is not liable for your damages, and that they would be afforded discretionary immunity for any proven damages on account of The City having to cut the tree roots in order to repair the sidewalk, Statewide Services will be unable to pay for your damages.

I am sorry that we cannot be of assistance to you, and please do not hesitate to contact me with any questions.

Sincerely,

Douglass A. Detlie
Casualty Claims Specialist
Statewide Services, Inc
PO Box 5555
Madison, WI 53705-0555
Office: 608-828-5503
Fax: 800-720-3512
Email: ddetlie@statewidesvcs.com

CC: City of Sturgeon Bay

Enclosure

Executive Summary

Title: Request from Mark Hill for the City to pay for tree removal, house repairs, and driveway approach replacement

Background: Early summer of 2014 Ann Hill from 922 North 7th place contacted my office about a sidewalk issue at her residence. Upon review, it was determined that portions of the sidewalk needed to be removed and replaced. The week of Sept. 8, 2014 the Street Department began removing existing sidewalk and setting forms to pour concrete. When setting forms, it was discovered that there were some tree roots that needed to be removed to get the forms level. There was one large root and several feeder roots removed. Once this was completed, the form was set and concrete poured. That night there was a wind storm that went through Sturgeon Bay and several trees were downed. The tree at 922 was one of them, when I arrived to see if we could pull the forms and back fill, a tree company was already there cutting and removing the tree. Once the tree was removed I sent our crew to the site to remove the stump so we could begin removing and repouring the side walk. The only reason we removed the stump was so we could finish our work in that area, otherwise tree maintenance in the tree lawn is the responsibility of the property owner and we would not have removed the stump. See ordinance 8.07(15)

When looking at the uprooted stump I was surprised to see that there was absolutely no root structure down because of bedrock and no root structure to the road side of the stump. (Opposite side of the sidewalk) After looking at the tree and stump, there were many factors that contributed to this tree falling not just the removal of one supporting root.

As for the cracked driveway approach I was at the site several times throughout the day and never saw our equipment on the driveway, I also talked to the equipment operator and asked if he set up on the driveway or had equipment there he stated no, for these reasons I do not believe the new crack was created by our operation.

Fiscal Impacts: $1,045.37

Options:

1) Submit the claim to the City's insurance company.
2) Approve the request.
3) Deny the request.

Recommendation:

Staff recommends submitting the claim to the City's insurance company for their review.

Prepared By: Bob Bordeau **Date:** 10/8/2014

Bob Bordeau
Municipal Services Director

Reviewed By: Valerie Clarizio **Date:** 10/8/14

Valerie Clarizio
Finance Director/City Treasurer

Reviewed By: Steven McNeil **Date:** 10/8/14

Steven McNeil
City Administrator

10/03/2014

City of Sturgeon Bay Finance Committee;

My name is Mark Hill and I reside with my wife, Ann, at 922 N. 7th Place in the city of Sturgeon Bay. I have resided in Sturgeon Bay since 1992 and since 1995 at my current address.

During the week of September 9-14, 2014, the city came to my residence unannounced and began fixing our sidewalks in front of our house. This work was appropriate due to the sidewalk being very unleveled and dangerous. During that effort it was noted that two of the three tree's roots were creating an issue for the city workers to fix the sidewalk. It was determined that removing some of the root system was necessary before pouring the new sidewalk. It was even noted that in removing the root system compromising to the tree might have occurred and "if we have a strong wind storm, the tree could come over". Unfortunately, one day after pouring the new sidewalk Door County encountered 50+ mile an hour winds, and the tree became uprooted and fell across our driveway onto our house.

Being a work day, and having no access to our vehicles, at our insurance company's recommendation, we had a local tree service come and remove our tree. This allowed us to get our vehicles out and get to work at 9:30 AM.

During our appraisal/estimate visit from our company, a new crack in the apron of our driveway was noted. I thought the tree falling had caused the crack- the insurance estimator felt it was caused by the heavy equipment used on the sidewalk work. The tree caused cosmetic damage to our home (a downed gutter and scrapes on our vinyl siding), thankfully not causing structural damage.

The insurance company and I, strongly feel that the tree blowing over was a direct result of recent work to its root system. I have been given an estimate totalling $6,704.21- which includes the removal of the tree, repair to the gutter, siding and driveway apron.

Being an employee of Door County for 23 years, I feel my first obligation is to present this information to this committee and make a suggestion of settling this issue without my insurance company. QBE Insurance has informed me that if I cannot reach an agreement with the City of Sturgeon Bay, a claim will be filed and they will hold the city accountable for the full amount. My wife, and I, would like to suggest that the city pay for the tree removal ($316.50), promise to fix our driveway apron when they fix our street (which is in tough shape) or at the city's convenience, and pay us $500.00 to replace the gutter and vinyl siding and corner piece, estimated at $1,045.37.

At the very least, it is hoped we could have an audience with someone to discuss this option. Your consideration in this matter is greatly appreciated. Should there be further information required, please feel free to contact me at 920-493-0663.

Respectfully Submitted;

Mark R. Hill

Mark R. Hill

922 N. 7th Place

Sturgeon Bay, WI 54235

Door County Tree Tech LLC
8026 Old Elm RD
Sturgeon Bay, WI 54235

201849

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE 9/13/14

NAME: City of Sturgeon Bay/ Public Works
ADDRESS: 835 N 14th Ave
CITY, STATE, ZIP: Sturgeon Bay WI 54235

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1			
2	Cut and remove		
3	city tree from		
4	house. 922 N 7th Ave		
5	Mark Hill residence		
6	2 hours x 120 per hour		240.00
7	travel 1/2 hour x 120		60.00
8			$300.00
9		tax	16.50
10			
11			$316.50
12			
13			
14			
15			
16			
17			
18			

RECEIVED BY

A-5805
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11

- **8.07 - Trees and shrubs.**

(1)

Statement of policy and applicability of section.

(a)

Intent and purpose. It is the policy of the city to regulate and establish policy for the control of planting, removal, maintenance and protection of trees and shrubs in or upon all public areas and terrace areas of the city to eliminate and guard against dangerous conditions which may result in injury to persons using the streets, alleys, sidewalks, or other public areas; to promote and enhance the beauty and general welfare of the city; to prohibit the undesirable and unsafe planting, removal, treatment and maintenance of trees and shrubs located in public areas; and to guard all trees and shrubs, both public and private, within the city against the spread of disease, insects or pests.

(b)

Applicability. The provisions of this section shall apply to trees and shrubs growing or hereafter planted in or upon public areas and terrace areas and also to all trees and shrubs growing or to be planted in or upon any private premises which shall threaten the life, health, safety, or welfare of the public or of any public areas.

(2)

Definitions. Unless specifically defined below, the words or phrases used in this section shall be so interpreted as to give them the meaning they have at common law and to give this section its most reasonable application:

City is the City of Sturgeon Bay, Wisconsin.

Clear sight triangle means triangle formed by the curb lines of two intersecting right-of-ways and a third line connecting a full-view zone at corners of streets, alleys and highways.

Dutch elm disease is defined as follows:

(a)

Any living or standing elm tree or part thereof infected with Dutch elm disease fungus, Ceratocyslis ulmi (Buisman), or which harbors any of the elm bark beetle, Scolytus multistriatus (Eich.) or Hyurgopinus rufipes (Marsh.).

(b)

Any dead elm or part thereof, including logs, branches, stumps, firewood or other elm material, not buried or burned or from which the bark has not been removed.

Forestry program means a comprehensive annual plan including maintenance, inventory, new planting and budget, with projections for annual and long-range implementation.

Major alteration means trimming a tree beyond necessary trimming to comply with this section.

Person shall mean person, firm, association or corporation.

Public areas includes all public parks and other lands owned, controlled or leased by the city, except the terrace areas.

Public nuisance means any tree or shrub or part thereof which by reason of its condition interferes with the use of any public area; is infected with a plant disease; is infested with injurious insects or pests; is injurious to public improvements or endangers the life, health, safety or welfare of persons or property.

Public trees and shrubs means all trees and shrubs located or to be planted in or upon public areas.

Terrace areas means the land between the normal location of the street curbing and sidewalk.

(3)

Tree board; enforcement authority.

(a)

Tree board. There is hereby created and established a city tree board, which shall consist of five members, the three members of the parks and recreation committee, the city forester, and one at-large representative, which committee shall report to the city council. The at-large representative shall be appointed by the mayor with the approval of the city council and shall serve a term of three years. The city forester will work under the direction of the parks and recreation superintendent in accordance with a prepared job description. In the absence of a city forester or until the position is filled, the parks and recreation superintendent will serve in that capacity. The members of the parks and recreation committee shall serve as members of the city tree board so long as they are members of the parks and recreation committee. Any new member of the parks and recreation committee shall automatically become a member of the city tree board. The city tree board is charged to develop, for approval by the city council, and, upon adoption by the city council, to administer, a comprehensive tree management program.

(b)

Authority of city forester over public trees and shrubs. The city forester shall have the power to enforce rules, regulations and specifications established by the tree board. The city forester may plant, trim, spray, preserve, renew and remove public trees and shrubs or cause such work to be done as may be necessary to insure safety, preserve the beauty of public areas, and protect public property, sewers and water mains from damage or injury.

(c)

Authority of city forester over private trees and shrubs and terrace trees.

1.

Notice to abate public nuisances. Whenever the city forester finds on examination that any tree or shrub or part thereof growing or located upon private premises or the terrace area is a public nuisance which must be sprayed, removed or otherwise abated as directed in the notice within the time specified, which shall not be less than 30 days unless the city forester shall determine that immediate action is necessary for public safety.

2.

Abatement of nuisances by city. If the owner of such premises, or his/her agent, shall refuse or neglect to comply with the notice within the time specified, the city forester shall cause the nuisance to be sprayed, removed or otherwise abated and shall report the expense thereof to the city clerk-treasurer, who shall enter it as a charge against the property upon which the tree or shrub is located.

(4)

Authority of city forester to enter private premises. The city forester or his/her authorized representative may enter upon private premises at all reasonable times upon reasonable notice for the purpose of examining any tree or shrub located upon or over such premises and carrying out any of the provisions of this section.

(5)

Interference with the city forester prohibited. No person shall interfere with the city forester or his/her authorized representative while they are engaged in carrying out any work or activities authorized by this section.

(6)

Abatement of Dutch elm disease nuisances.

(a)

Whenever the city forester shall find with reasonable certainty on examination or inspection that any public nuisance as defined herein exists within the city, he/she shall cause it to be sprayed, removed, burned or otherwise abated in such manner as to destroy or prevent as fully as possible the spread of Dutch elm disease fungus or the insect pests or vectors known to carry such disease.

(b)

Before abating any nuisance on private premises or in any terrace strip between the lot line and the curb, the city forester shall proceed as follows:

1.

If the city forester determines that danger to other elm trees from such nuisance is not imminent because of the elm dormancy, he/she shall make a written report of his/her findings to the council, who shall proceed as provided in § 27.09(4), Wis. Stats.

2.

If the city forester determines that danger to other elm trees within the city is imminent, he/she shall notify the owner or abutting owner of the property on which such nuisance is found, in writing, if he/she can be found, and otherwise by publication in a newspaper of general circulation in the city, that the nuisance must be abated as directed in the notice within a specified time, which shall not be less than 30 days from the date of such notice unless the forester finds that immediate action is necessary to prevent the spread of infection. If the owner fails to comply with the notice within the time limited, the forester shall cause the abatement thereof.

(c)

No damage shall be awarded to the owner for destruction of any elm tree, elm wood, elm material or any part thereof pursuant to this section.

(7)

Assessment of costs of abatement.

(a)

The entire cost of abating any public nuisance as defined herein shall be charged to and assessed against the parcel or lot abutting on the street, alley, boulevard or parkway upon or in which such tree is located or the parcel or lot upon which such tree stands in accordance with § 66.60(16), Wis. Stats. The cost of abating any such nuisance or part thereof which is located in or upon any park or public grounds shall be borne by the city.

(b)

A special charge may be levied against property for the cutting down and removing therefrom any elm tree infected with Dutch elm disease. The special tax shall be paid in accordance with § 66.60(16), Wis. Stats.

(8)

City terrace area master tree plan. The city terrace area master tree plan consists of a city-wide street-by-street written evaluation of all public right-of-ways and public areas space and site factors which will aid in the determination of the tree genus and species and variety best suited to a particular planting site in regard to growth habits, shape, form, health, disease, insect and pest resistance, conflict with wires, lights, pavement, traffic, pedestrians, sidewalks, environmental pollution, sewers and space availability. The evaluation of the space and site factors and the genus and species and variety selection for a particular street shall be made by the city forester.

(9)

Permit for planting, maintenance and removal of public trees and shrubs.

(a)

Permit required. No person, except upon order of the city forester, shall plant or remove or do major alterations as determined by the forester on a tree or shrub in the public right-of-way or any public area, or cause such act to be done by others, without first obtaining a written permit for such work from the city forester as herein provided.

(b)

Permit exemptions. No permit shall be required to cultivate, fertilize or water trees or shrubs. No permit is necessary to plant trees inside the property line.

(c)

Permit requirements and conditions. If the city forester determines that the proposed work or planting described in an application for a permit is necessary and in accord with the purposes of this section, taking into account the safety, health and welfare of the public, location of utilities, public sidewalk, driveways and street lights, general character of the area in which the tree or shrub is located or proposed to be located, type of soil, characteristics and physiological need of the genus, species and variety of tree or shrub, he/she shall issue a permit to the applicant. Any tree to be removed from the public right-of-way or public area under such permit shall be cut down by the City of Sturgeon Bay or other insured tree removal experts, (except as specifically authorized by the city forester). Replacement of the tree to be removed may be required at the discretion of the city forester and must meet the requirements of section 8.07(10)(a).

(d)

Permit form; expiration; inspection. Every permit shall be issued by the city forester on a standard form and shall include a description of the work to be done and shall specify the genus, species and variety, size, nursery grade and location of trees or shrubs to be planted, if any. Any work under such permit must be performed in strict accordance with the terms thereof and the provision of this section. Permits issued under this section shall expire six months after date of issuance. There will be no charge for this permit.

(e)

Permits to public utilities.

1.

Whenever a permit is issued under this section to a public utility to remove, trim, prune, cut, disturb, alter or do surgery on any public tree or shrub, the city forester shall limit the work to be done to the actual necessities of the utility and may assign an inspector to supervise the work done under the provisions of the permit. The expense of such inspection or supervision shall be charged to the utility at the usual city rate.

2.

A public utility may secure an annual working agreement with the city forester's office which gives the city forester the authorization to supervise and direct work done associated with trees and shrubs.

(10)

Planting and trimming trees and shrubs.

(a)

Planting.

1.

The size and genus, species and variety of trees and shrubs to be planted in public areas and terrace areas and as a part of the city-approved forestry program and the manner of planting shall be submitted to the city forester for approval before commencement of such work.

2.

No trees or shrubs shall be planted within 30 feet of any street corner. There shall be a minimum distance of 30 feet and a recommended distance of 50 feet between terrace areas trees depending upon the size of trees and other factors. Terrace trees shall be planted an equal distance between the sidewalk or proposed sidewalk and back of the curb or proposed back of the curb. In terrace areas less than three feet wide, planting will not be permitted. Trees planted in terrace areas may not be less than 1¼ inches in diameter measured one foot above the ground, nor less than seven feet high.

3.

The city forester shall determine the species of tree that will be allowed to be planted at each location. This species will be determined from the approved list, and as amended from time to time contingent upon changing conditions.

4.

No block shall have more than 35 percent of any single species unless more than that amount presently exists. New plantings in this case shall be of other than the existing species which is over 35 percent. Exceptions to this, however, shall be in blocks where more than 75 percent of a species exists. In this case, the same species as existing may be planted.

5.

For any new residential construction, a permit for which is obtained after he adoption of this ordinance, including nonresidential properties in which there is a change of use to residential use, the owner of such property shall plant at least one tree per 50 feet of road frontage, in the right-of-way, within one year of beginning construction upon the residence. Regulations of this ordinance relating to size and species and regulations of public utilities must be complied with. The tree planting deposit required in section 15.01(9) of this Code shall be returned to the property owner upon compliance with these requirements.

(b)

Trimming.

1.

Trees and shrubs standing in or upon any terrace area or public areas, or upon any private premises adjacent to any public right-of-way or public areas, shall be kept trimmed so that the minimum vertical height from the street surface to the lowest overhanging branch shall be 14 feet,

except that at a point six feet toward the center of the street from the curb the clearance shall taper downward from the vertical height of 14 feet to a vertical height of ten feet at the curb. The minimum vertical height from the alley surface to the lowest overhanging branch shall be 14 feet and the clearance shall be for the full width of the alley right-of-way. The city forester may waive the provisions of this section for newly planted trees if he/she determines that they do not interfere with public travel, obstruct the light of any street light or endanger public safety.

2.

The necessity of the pruning may be determined by the city forester.

3.

Clearance from the sidewalk to lower branches shall not be less than eight feet.

4.

All cuts above one inch in diameter shall be treated with a tree wound compound.

(11)

Obstruction of view at intersections prohibited. Notwithstanding any other provisions of this section, no person shall maintain, plant or permit to remain on any private or public premises situated at the intersection of two or more streets or alleys in the city any hedge, tree, shrub, or other growth which may obstruct the view of the operator of any motor vehicle or pedestrian approaching such intersection.

(12)

Injury to trees and shrubs prohibited.

(a)

No person shall, without the consent of the owner in the case of a private tree or shrub, or without written permits from the city forester in the case of a terrace area tree, public tree or shrub, do or cause to be done by others any of the following acts:

1.

Secure, fasten or run any rope, wire sign, unprotected electrical installation or other device or material to, around, or through a tree or shrub.

2.

Break, injure, mutilate, deface, kill or destroy any tree or shrub or permit any fire to burn where it will injure any tree or shrub.

3.

Permit any toxic chemical, gas, smoke, oil or other injurious substance to seep, drain, or be emptied upon or about any tree or shrub, or place cement or other solid substance around the base of the same.

4.

Excavate any ditch, tunnel or trench or lay any drive within a radius of four feet from any tree or shrub except those by public utilities under authorization of an annual agreement and/or unless otherwise noted on the department of public works engineering department permit of excavation to public utilities.

5.

Erect, alter, repair, raze or excavate without placing suitable guards as approved by the department of public works around all public trees or shrubs which may be injured by such operations.

6.

Remove any guard, stake or other device or material intended for the protection of a public tree or shrub, or close or obstruct any open space about the base of a public tree or shrub designed to permit access of air, water and fertilizer.

7.

When a permit is obtained from the public works department to move over-height and over-width structures or objects, the city forester will assist in advising the carrier regarding trees and shrubs on routes. Any damage done to trees and shrubs in the process of such a move shall be the liability of the carrier.

(13)

Removal of trees and stumps. In cutting down trees located in public and terrace areas, the tree must be removed with the root stump grubbed out, or ground out to a depth of at least nine inches below grade. All wood and debris must be removed from the street prior to the end of each working day and all holes shall be filled to normal grade level with topsoil as soon as practicable. Removal of brush, timber, and stumps shall be the sole responsibility of the abutting property owner. Any stump not removed within one year after tree removal, will be removed by the city and billed to the property owner as a special charge for current services under § 66.0627, Wis. Stats.

(14)

Transporting elm wood or brush. No person shall transport into the city any bark-bearing elm wood or elm brush, whether diseased or not, without first securing a written permit from the city forester.

(15)

Cost of planting, removal, maintenance and protection of trees and shrubs in terrace area. The entire cost of planting, removal, Dutch Elm disease treatment or removal, maintenance and protection of trees and shrubs on all terrace areas in the city shall be borne by the abutting property owner. Cost of removal and maintenance of trees in the right-of-way or public area shall be a property owners expense. Replacement, location, and scheduling of trees to be planted in the right-of-way or public areas shall be done by the city forester, and at the expense of the city. Property owners who wish to have the trees replaced immediately may do so at their cost, with the written permission of the city forester.

(16)

Landscaping. In new subdivisions or when the development of commercial property occurs, the city forester will review landscaping plans and may require street trees to be planted in any of the streets, parking lots, parks and other public places abutting lands henceforth developed and/or subdivided.

(17)

Appeal from determinations or orders. Any person who receives a determination or order from the city forester and objects to all or any part thereof may appeal to the city administrator within seven days of receipt of the order, and the city administrator shall hear such appeal within 30 days of receipt of written notice of the appeal. After such hearing, the city administrator may reverse, affirm, or modify the order or determination appealed from and the grounds for its decision shall be stated in writing. The city administrator shall by letter notify the party appealing the order or determination of its decision within ten days after the hearing has been concluded and file its written decision with the city clerk-treasurer.

(18)

Planting of cottonwood trees prohibited. In accordance with section 11.02(4)(s), the planting of cottonwood trees is prohibited anywhere within the city.

(19)

Adoption of state law. The provisions of §§ 27.09 and 86.03, Wis. Stats., are hereby adopted and incorporated in this section by reference as if fully set out.

(20)

Violations. The penalty for commission of any offense under this section shall be limited to a forfeiture imposed as provided in section 25.04 of this Municipal Code.

(Code 1992, § 8.07; Ord. No. 971-696, § 1, 6-4-96; Ord. No. 1130-0804, §§ 1, 3—5, 8-17-04)

13.

DISALLOWANCE OF CLAIM RESOLUTION

WHEREAS, A Notice of Claim was filed on September 29, 2014, with an incident date of September 12-13, 2014, with the City Clerk; and

WHEREAS, said Notice of Claim alleges that Mark Hill, 922 N 7th Place, Sturgeon Bay, WI 54235, sustained damages, and alleges that there was damage to his house siding and gutter, and his driveway apron caused by the City of Sturgeon Bay and employees of the City of Sturgeon Bay; and

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

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

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

* * * * * * *

Motion made by Alderperson _____, seconded by Alderperson

_____ to adopt.

Passed by the Common Council on this _____ day of _____, 2014.