



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA  
TUESDAY, MAY 17, 2016  
7:00 p.m.  
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST  
THAD G. BIRMINGHAM, MAYOR**

1. Call to order.
2. Pledge of Allegiance.
3. Roll call.
4. Adoption of agenda.
5. Consideration of the following bills: General Fund – \$213,684.08, Capital Fund - \$260,682.11, Cable TV - \$279.54, TID #4 – \$7,252.02, and Solid Waste Enterprise Fund - \$15,137.30 for a grand total of \$497,035.05. [roll call]
6. CONSENT AGENDA
  - \* All items listed with an asterisk (\*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests before the Adoption of the Agenda, in which event the item will be removed from the Consent Agenda and considered immediately following the consent agenda.
  - \* a. Approval of 6/3/14 closed, 12/2/14 closed, 5/19/15 closed, 6/16/15 closed, 7/7/15 closed, and 5/3/16 regular Common Council minutes.
  - \* b. Approval of the following minutes:
    - (1) Finance/Purchasing & Building Committee – 4/26/16
    - (2) Board of Public Works – 5/3/16
    - (3) Personnel Committee – 5/4/16
  - \* c. Place on file the following report:
    - (1) Fire Department Report – April 2016
    - (2) Bank Reconciliation – March 2016
    - (3) Revenue & Expense Report – March 2016
  - \* d. Consideration of: Approval of beverage operator licenses.
  - \* e. Consideration of: Approval of Temporary Class B Beer license.
  - \* f. Consideration of: Approval of Temporary Class B Beer & Class B Wine license.
  - \* g. Consideration of: Approval of Street Closure Application for Boys & Girls Club of Door County for June 9, 2016.
  - \* h. Personnel Committee recommendation re: Update Personnel Handbook to include defining part-time employees that work over 29 hours on a regular, permanent basis in regards to prorated benefits.
7. Mayoral appointments.

8. Consideration of: Common Council meeting time.
9. Consideration of: Award of Contract for Project 1602 – Street Maintenance Program.
10. Public hearing re: Vacate a portion of North Madison Avenue.
11. Resolution re: Vacate a portion of North Madison Avenue.
12. Resolution re: Fee Schedule.
13. Second reading of ordinance re: Repeal and recreate Section 15.01(4) of the Municipal Code (Building Code).
14. Finance/Purchasing & Building Committee recommendation re: Award contract to Onterra, LLC to complete the Aquatic Plant Management Plan update.
15. Finance/Purchasing & Building Committee recommendation re: Approve the lease agreement between the City of Sturgeon Bay and Team Leadership Center, Inc. as presented.
16. Committee Chairperson Reports:
  - a. Personnel Committee
  - b. Parking & Traffic Committee
  - c. Community Protection & Services Committee
  - d. Sturgeon Bay Utility Commission
17. Public comment on non-agenda items.
18. Mayor's comments.
19. Convene in closed session in accordance with the following exemptions:
  - a. Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Wis. Stats. 19.85(1)(c)
 

Consideration of: Staffing levels.
  - b. Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis. Stats. 19.85(1)(e)
 

Consideration of: Development proposal and incentives for West Side Waterfront Redevelopment project – The Bay Lofts by New Urban Focus, Inc.

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.
20. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 5-13-16

Time: 12:00pm

By: UM

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/17/2016

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
<b>GENERAL FUND</b>					
GENERAL FUND					
REVENUE					
R0001376	JANE BINDER	GARAGE SALE REFND FEE/BINDER	01-000-000-48200	8.00	
				TOTAL REVENUE	8.00
BALLFIELD LIGHTING					
WPPI ENG	WPPI ENERGY	05/16 ATHLETIC FLD LIGHTING	01-000-981-70000	1,365.39	
				TOTAL BALLFIELD LIGHTING	1,365.39
				TOTAL GENERAL FUND	1,373.39
<b>MAYOR</b>					
04696	DOOR COUNTY TREASURER	04/16 MAYOR INTERNET	01-100-000-56700	2.70	
				TOTAL	2.70
				TOTAL MAYOR	2.70
<b>LAW/LEGAL</b>					
16555	PINKERT LAW FIRM, LLP	03/16 GENERAL LEGAL MATTERS	01-110-000-55010	2,051.50	
16555		03/16 TRAFFIC MATTERS	01-110-000-55010	623.00	
BUELOW	BUELOW, VETTER, BUIKEMA,	EMPLOYEE/LABOR LEGAL	01-110-000-57900	98.00	
				TOTAL	2,772.50
				TOTAL LAW/LEGAL	2,772.50
<b>CITY CLERK-TREASURER</b>					
03330	VALERIE CLARIZIO	MEAL EXPENSE/CLARIZIO	01-115-000-55600	16.26	
03330		MEAL EXPENSE/CLARIZIO	01-115-000-55600	9.34	
04696	DOOR COUNTY TREASURER	04/16 CLERKS INTERNET	01-115-000-56700	10.90	
				TOTAL	36.50
				TOTAL CITY CLERK-TREASURER	36.50
<b>ADMINISTRATION</b>					
04696	DOOR COUNTY TREASURER	04/16 ADMIN INTERNET	01-120-000-56700	2.70	
				TOTAL	2.70
				TOTAL ADMINISTRATION	2.70
<b>COMPUTER</b>					
04696	DOOR COUNTY TREASURER	04/16 TECH SUPPORT	01-125-000-55550	2,575.00	
				TOTAL	2,575.00

DATE: 05/10/2016  
TIME: 14:50:41  
ID: AP443000.CST

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/17/2016

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
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GENERAL FUND				
			TOTAL COMPUTER	2,575.00
CITY ASSESSOR				
04696	DOOR COUNTY TREASURER	04/16 ASSESSOR INTERNET	01-130-000-56700	5.40
ASSO APP	ASSOCIATED APPRAISAL	05/17/16 CONTRACT	01-130-000-55010	1,245.83
		TOTAL		1,251.23
		TOTAL CITY ASSESSOR		1,251.23
BUILDING/ZONING CODE ENFORCEMT				
04696	DOOR COUNTY TREASURER	04/16 INSPECTION INTERNET	01-140-000-56700	2.70
		TOTAL		2.70
		TOTAL BUILDING/ZONING CODE ENFORCEMT		2.70
MUNICIPAL SERVICES ADMIN.				
04696	DOOR COUNTY TREASURER	04/16 ENGINEERING INTERNET	01-145-000-56700	5.40
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	PENCILS	01-145-000-51950	32.73
		TOTAL		38.13
		TOTAL MUNICIPAL SERVICES ADMIN.		38.13
PUBLIC WORKS ADMINISTRATION				
04696	DOOR COUNTY TREASURER	04/16 MUN SVC INTERNET	01-150-000-56700	6.75
		TOTAL		6.75
		TOTAL PUBLIC WORKS ADMINISTRATION		6.75
ELECTIONS DEPARTMENT				
04575	DOOR COUNTY HARDWARE	ELECTION COVERS	01-155-000-54999	119.98
DOMINION	DOMINION VOTING SYSTEMS, INC	9 PAPER ROLLS	01-155-000-54999	27.00
DOMINION		3 INK CARTRIDGES	01-155-000-54999	75.00
DOMINION		SHIPPING	01-155-000-54999	12.99
		TOTAL		234.97
		TOTAL ELECTIONS DEPARTMENT		234.97
CITY HALL				

INVOICES DUE ON/BEFORE 05/17/2016

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
03159	CHARTER COMMUNICATIONS	04/16 FIRE CBLE SVC	01-160-000-58999	99.81
03806	CUMMINS NPOWER, LLC	PREVNT MAINT CONTRCT-GENERTR	01-160-000-58999	1,189.00
04575	DOOR COUNTY HARDWARE	FASTENERS & EPOXY	01-160-000-51850	6.26
04575		ASSORTED SUPPLIES	01-160-000-54999	18.76
04575		CLEANING SUPPLIES	01-160-000-54999	29.97
04575		HANDLE	01-160-000-54999	9.98
08280	HILL BUILDING MAINTENANCE INC	04/16 CITY HALL CLEANING	01-160-000-55300	590.00
19880	STURGEON BAY UTILITIES	421 MICHIGAN ST	01-160-000-56150	2,154.16
19880		421 MICHIGAN ST	01-160-000-58650	159.42
WARNER	WARNER-WEXEL WHOLESALE &	BRUSH	01-160-000-54999	20.43
WARNER		MOP FRAME	01-160-000-54999	6.34
WARNER		BATHROOM TISSUE	01-160-000-54999	48.35
WARNER		TOWELING	01-160-000-54999	97.70
		TOTAL		4,430.18
		TOTAL CITY HALL		4,430.18
INSURANCE				
BH	BURKART HEISDORF INSURANCE	06/16 WORK COMP	01-165-000-58750	24,254.00
BH		06/16 GEN LIAB	01-165-000-56400	3,016.00
BH		06/16 POLICE LIAB	01-165-000-57150	1,138.00
BH		06/16 PUBLIC OFFICIAL	01-165-000-57400	1,145.00
BH		06/16 AUTO LIAB	01-165-000-55200	1,751.00
BH		06/16 AUTO PHY DAMAGE	01-165-000-55200	1,404.00
		TOTAL		32,708.00
		TOTAL INSURANCE		32,708.00
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	04/16 CITY HALL PHONE SVC	01-199-000-58200	147.13
04696		04/16 FD PHONE SVC	01-199-000-58200	30.27
04696		04/16 MUN SVC PHONE SVC	01-199-000-58200	42.99
04696		04/16 PD PHONE SVC	01-199-000-58200	52.57
08167	GANNETT WISCONSIN NEWSPAPERS	BID PROPOSAL AD	01-199-000-57450	60.80
08167		PH NOTICE CIHLAR	01-199-000-57450	41.31
08167		PH NOTICE SCHOPF	01-199-000-57450	48.92
08167		DPP,BOD & ORD PUBLICATIONS	01-199-000-57450	414.43
16555	PINKERT LAW FIRM, LLP	03/16 GENERAL LEGAL MATTERS	01-199-000-51525	260.00
19085	SCHENCK BUSINESS SOLUTIONS	2015 AUDIT INTERIM BILLING	01-199-000-55150	3,500.00
		TOTAL		4,598.42
		TOTAL GENERAL EXPENDITURES		4,598.42
POLICE DEPARTMENT				
04696	DOOR COUNTY TREASURER	04/16 POLICE DEPT INTERNET	01-200-000-56700	37.80
15890	PACK AND SHIP PLUS	SHIPPING CHINO CA	01-200-000-57250	155.79
15890		SHIPPING TO WESTOVER AFB	01-200-000-57250	70.00

INVOICES DUE ON/BEFORE 05/17/2016

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
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GENERAL FUND				
20254	TIP TOP CLEANERS	UNIFORM MAINTENANCE BRNKMN	01-200-000-56800	6.55
20254		UNIFORM MAINTENANCE-BRNKMN	01-200-000-56800	6.55
US BANK	US BANK EQUIPMENT FINANCE	RICOH COPIER #3 OF 48	01-200-000-55650	167.00
US BANK		PROP DAMAGE SURCHARGE	01-200-000-55650	27.02
		TOTAL		470.71
		TOTAL POLICE DEPARTMENT		470.71
POLICE DEPARTMENT/PATROL				
04575	DOOR COUNTY HARDWARE	LITHIUM BATTERY FOR DIVE TEAM	01-215-000-54999	5.99
06650	GALLS, AN ARAMARK COMPANY	UNIFORM SHOES/ENGEBOSE	01-215-000-52900	125.45
19880	STURGEON BAY UTILITIES	110 S NEENAH AVE CAMERA	01-215-000-56150	10.88
21450	THE UNIFORM SHOPPE	TACVEST & SHIRTS/JOSE	01-215-000-52950	151.94
21450		PANTS & SHIRT/ENGEBOSE	01-215-000-52900	325.70
21450		SHIRT & EMBLEMS/TASSOUL	01-215-000-52900	114.75
HENRY	CLINT HENRY	COLLEGE COURSE REG REIMB/HNRY	01-215-000-55600	630.00
HENRY		RANGE SUPPLY REIMB/HNRY	01-215-000-51050	132.47
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	2010 IMPALA	01-215-000-58600	370.00
		TOTAL		1,867.18
		TOTAL POLICE DEPARTMENT/PATROL		1,867.18
POLICE DEPT. / INVESTIGATIONS				
11870	KUSTOM SIGNALS INC	3- FALCON HR RADARS	01-225-000-57950	4,233.00
ACCURINT	LEXISNEXIS RISK SOLUTIONS	APRIL 2016 CONTRACT	01-225-000-57950	105.00
SAFRAN	MORPHOTRUST USA	FINGERPRINT MCHINE ANNL MAINT	01-225-000-57950	1,517.33
WIRED	WIRED BLUE, LLC	12 MOS USE MYPD APP	01-225-000-57950	500.00
		TOTAL		6,355.33
		TOTAL POLICE DEPT. / INVESTIGATIONS		6,355.33
FIRE DEPARTMENT				
02001	RED THE UNIFORM TAYLOR	UNIFORMS	01-250-000-52900	321.55
03075	CARQUEST OF DOOR COUNTY	TOGGLE SWITCH	01-250-000-53000	8.99
04575	DOOR COUNTY HARDWARE	DRILL BIT & FASTENERS	01-250-000-54999	55.55
04575		WIRE ROPE CLIP	01-250-000-54999	4.66
04575		ASSORTED SUPPLIES	01-250-000-54999	85.78
04575		Q-CONNECT	01-250-000-56250	5.99
04575		PAINT SUPPLIES	01-250-000-54999	11.95
04575		REMOTE CONTROL	01-250-000-53000	34.99
04575		LINERS & REMOTE CONTROL	01-250-000-53000	41.48
04575		CREDIT RETURN-REMOTE CONTROLS	01-250-000-53000	-69.98
04696	DOOR COUNTY TREASURER	04/16 FIRE DEPT INTERNET	01-250-000-56700	16.20
04960	EAGLE ENGRAVING	BADGE-WALLET	01-250-000-52900	56.94
14875	NWTC GREEN BAY	BLUE CARD CERT/AUSTD,WRTT, SMTH	01-250-000-55600	825.00
14875		GULLEY CPR & GORDON DD-FF2	01-250-000-55600	153.14
16570	PIONEER FIRE COMPANY	UNIFORMS	01-250-000-52900	68.00

INVOICES DUE ON/BEFORE 05/17/2016

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
16575	PIP PRINTING	CO FORMS	01-250-000-51950	45.43
18287	TIM DIETMAN	MEAL EXPENSE/DIETMAN	01-250-000-55600	92.19
18287		TOLL EXPENSE/DIETMAN	01-250-000-55600	4.70
19326	SOIL SPECIALIST	EXCAVATOR -ASSIST TRUCK	01-250-000-56250	260.00
19880	STURGEON BAY UTILITIES	92 E MAPLE ST	01-250-000-56675	5.20
19880		MARTIN PARK RESTROOM	01-250-000-56675	5.20
19880		421 MICHIGAN ST	01-250-000-56675	118.00
19880		421 MICHIGAN ST TRUCK FILL	01-250-000-56675	41.00
19880		MEM FLD SPRINKLER	01-250-000-56675	42.00
19880		MEM FLD WARMING HOUSE	01-250-000-56675	42.00
19880		GARLAND PARK	01-250-000-56675	5.20
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	42.00
19880		FIRE PROTECTION	01-250-000-56675	8,720.75
19880		QUINCY BAY SHIP PIT	01-250-000-56675	42.00
19880		N MADISON AVE SPRINKLING	01-250-000-56675	13.00
19880		10 PENNSYLVANIA ST DOCK	01-250-000-56675	13.00
19880		1018 GREEN BAY RD SIREN	01-250-000-56150	15.55
19880		323 S 1ST AVE EAST SIDE DOCK	01-250-000-56675	5.20
19880		107 N 1ST AVE MARINA/RESTROOM	01-250-000-56675	42.00
19880		122 KENTUCKY ST CITY PKG RAMP	01-250-000-56675	5.20
19880		48 KENTUCKY ST DOCK	01-250-000-56675	13.00
19880		48 KENTUCKY ST CITY MARINA	01-250-000-56675	42.00
O'REILLY	O'REILLY AUTO PARTS	MINI BULBS	01-250-000-53000	9.56
O'REILLY		BULBS	01-250-000-53000	9.54
O'REILLY		COPPER PLUG	01-250-000-53000	2.19
PAULCONW	PAUL CONWAY SHIELDS	FILTERS	01-250-000-52350	112.50
PAULCONW		MASKS	01-250-000-52350	280.00
PORT	PORT SUPPLY	MARINE SUPPLIES	01-250-000-53000	17.06
R0000655	TRANSOTION, LLC	HOSE TESTER GAUGE	01-250-000-53000	30.00
SHIELD	SHIELD SOLUTIONS, LLC	GEAR SOAP & PRE CLEAN	01-250-000-54999	229.70
TRUCK	TRUCK EQUIPMENT, INC.	S1 AIR DRYER	01-250-000-53000	186.69
		TOTAL		12,112.10
		TOTAL FIRE DEPARTMENT		12,112.10
SOLID WASTE MGMT/SPRING/FALL				
ADVANCED	ADVANCED DISPOSAL	.17 TN REFUSE TIPPING FEE	01-311-000-58400	10.19
		TOTAL		10.19
		TOTAL SOLID WASTE MGMT/SPRING/FALL		10.19
STREET SWEEPING				
04575	DOOR COUNTY HARDWARE	WINDOW SQUEEGE	01-330-000-51400	16.99
04575		WINDOW SQUEEGE	01-330-000-51400	16.99
25700	ZARNOTH BRUSH WORKS INC	SWEEPER PARTS	01-330-000-51400	1,306.95
		TOTAL		1,340.93
		TOTAL STREET SWEEPING		1,340.93

INVOICES DUE ON/BEFORE 05/17/2016

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
ROADWAYS/STREETS				
04575	DOOR COUNTY HARDWARE	EYE BOLT	01-400-000-51400	5.58
04575		ROLLER COVERS	01-400-000-51400	8.49
TOTAL				14.07
TOTAL ROADWAYS/STREETS				14.07
SNOW REMOVAL				
WAUAS	WAUSAU EQUIPMENT CO INC	SNOW BLOWER PARTS	01-410-000-51400	214.52
TOTAL				214.52
TOTAL SNOW REMOVAL				214.52
STREET SIGNS AND MARKINGS				
04575	DOOR COUNTY HARDWARE	SLEDGE HAMMER HANDLE	01-420-000-52550	13.99
DIAMOND	DIAMOND BUSINESS GRAPHICS	ROAD PAINT	01-420-000-52100	4,473.75
PORT	PORT SUPPLY	PAINT MACHINE REPAIR	01-420-000-52100	178.00
TOTAL				4,665.74
TOTAL STREET SIGNS AND MARKINGS				4,665.74
STREET MACHINERY				
03075	CARQUEST OF DOOR COUNTY	RECHARGEABLE COB LED	01-450-000-53000	72.95
03075		OIL FILTER	01-450-000-53000	5.66
03075		BATTERY	01-450-000-53000	289.41
03075		BATTERY RETURN	01-450-000-53000	-289.41
03075		OIL SEAL & SHIPPING	01-450-000-53000	25.30
03075		OIL SEAL & SHIPPING	01-450-000-53000	25.30
03075		WIPER BLADE	01-450-000-53000	12.08
03075		AIR	01-450-000-53000	46.86
03075		HYDRAULIC	01-450-000-53000	-37.95
03075		PIGTAIL & LED	01-450-000-53000	70.05
03075		CONNECTORS & LAMP	01-450-000-52150	23.52
03075		BATTERY TRUCK	01-450-000-53000	96.47
03075		FOG LIGHT BULB	01-450-000-53000	9.78
03075		OIL FILTER	01-450-000-53000	2.50
03075		SLACK ADJUSTER & STEEL BRUSH	01-450-000-53000	41.25
03075		SLACK ADJUSTER	01-450-000-53000	25.98
03075		BRAKE DRUM & BRAKE KIT	01-450-000-53000	261.30
03075		BRAKE CHAMBER	01-450-000-53000	99.30
04575	DOOR COUNTY HARDWARE	SANDBELT	01-450-000-52150	8.49
06005	JFTCO, INC	CREDIT GASKET	01-450-000-53000	-3.25
06005		CREDIT PUMP & COMPRESSOR	01-450-000-53000	-1,805.17
20725	T R COCHART TIRE CENTER	STREET MACHINERY TIRES	01-450-000-53000	100.00
20725		STREET MACHINERY TIRES	01-450-000-53000	200.00
20725		STREET MACHINERY TIRES	01-450-000-53000	526.08
20725		STREET MACHINERY TIRES	01-450-000-53000	650.00
20725		STREET MACHINERY TIRES	01-450-000-53000	55.00

INVOICES DUE ON/BEFORE 05/17/2016

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
BP	BP-MICHIGAN ST	FUEL	01-450-000-51650	54.65
O'REILLY	O'REILLY AUTO PARTS	RUBBER GLOVES	01-450-000-54999	59.40
PATS	DEBBIE DERENNE	TRUCK SEAT COVER	01-450-000-53000	85.00
R0000655	TRANSMOTION, LLC	TRACKLESS-HOSES	01-450-000-53000	74.54
TOTAL				785.09
TOTAL STREET MACHINERY				785.09
CITY GARAGE				
04575	DOOR COUNTY HARDWARE	LEVEL	01-460-000-52700	7.49
04575		GARAGE TRANSMITTER	01-460-000-54999	38.99
04575		GARDEN HOSE	01-460-000-54999	47.99
06012	FASTENAL COMPANY	SAFETY SUPPLIES	01-460-000-52350	262.93
TOTAL				357.40
TOTAL CITY GARAGE				357.40
CELEBRATION & ENTERTAINMENT				
04575	DOOR COUNTY HARDWARE	LANDSCAPE	01-480-000-51550	41.94
TOTAL				41.94
TOTAL CELEBRATION & ENTERTAINMENT				41.94
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE SIGN	01-499-000-58000	9.62
19880		1536 EGG HRBR RD TRFCC LITE	01-499-000-58000	10.39
19880		N 14TH & EGG HRBR TRFC LITE	01-499-000-58000	24.00
19880		W S TRAFFC LIGHT	01-499-000-58000	115.36
19880		ORNAMENTAL ST LIGHT	01-499-000-58000	5,428.53
19880		OVERHEAD ST LIGHT	01-499-000-58000	7,992.18
19880		WALNUT DR & LANSING SIGN	01-499-000-58000	5.90
19880		323 S 1ST AVE EAST SIDE DOCK	01-499-000-58000	48.14
19880		311 S 1ST AVE SHPYRD DVLP LITE	01-499-000-58000	61.65
TOTAL				13,695.77
TOTAL HIGHWAYS - GENERAL				13,695.77
PARK & RECREATION ADMIN				
04696	DOOR COUNTY TREASURER	04/16 PARKS INTERNET	01-500-000-56700	4.05
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	OFFICE SUPPLIES	01-500-000-51950	88.59
JAKEJUMP	JAKE'S JUMPERS, LLC	BOUNCE HOUSE & ROCK WALL	01-500-000-52250	1,730.00
TOTAL				1,822.64
TOTAL PARK & RECREATION ADMIN				1,822.64

INVOICES DUE ON/BEFORE 05/17/2016

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
PARKS AND PLAYGROUNDS				
04545	DOOR COUNTY COOPERATIVE	GRASS SEED	01-510-000-54999	134.55
04545		PARK FERTILIZER	01-510-000-51850	89.17
04575	DOOR COUNTY HARDWARE	SIGN & WASTEBASKET	01-510-000-54999	31.97
04575		BIT & STAR SCREW	01-510-000-51850	32.28
04575		SPRAYPAINT & SWIFFER	01-510-000-51850	12.48
04575		FASTENERS	01-510-000-51850	17.49
04575		BASKETBALL NETTING	01-510-000-51350	8.97
04575		HANDLE	01-510-000-51850	4.49
04575		RTR BIT	01-510-000-52700	18.99
04575		SUPPLIES	01-510-000-52550	28.46
04575		SPRYPAINT & CORK TILE	01-510-000-52100	183.72
04575		SUPPLIES	01-510-000-52550	78.24
04575		GRAIN SCOOP	01-510-000-52700	19.99
04575		MALLET, KNEE PADS	01-510-000-51750	47.96
04575		CREDIT	01-510-000-52550	-12.00
04575		WASHR	01-510-000-54999	2.58
04575		WASHER HOSE & BREAKER	01-510-000-54999	19.46
04575		WORK BAG & TOOL BOX AUTO LATCH	01-510-000-54999	19.98
04575		SIGNS, FASTENERS, WASTEBASKET	01-510-000-54999	42.72
04575		SUPPLIES	01-510-000-51750	20.94
04575		CLEANING SUPPLIES	01-510-000-54999	29.98
04575		LANDSCAPE MATERIAL	01-510-000-51750	13.98
19880	STURGEON BAY UTILITIES	OLD HWY RD SIGN	01-510-000-56150	11.86
19880		207 S 3RD AVE MARTIN PARK	01-510-000-56150	10.49
19880		MARTIN PARK RESTROOM	01-510-000-58650	18.52
19880		MEM FLD WARMING HOUSE	01-510-000-56150	99.48
19880		MEM FLD WARMING HOUSE	01-510-000-58650	146.87
19880		GARLAND PARK	01-510-000-56150	8.73
19880		GARLAND PARK	01-510-000-58650	17.76
19880		421 MICHIGAN FLAG LIGHT	01-510-000-56150	35.71
19880		MEM FLD PARKING LOT	01-510-000-56150	8.24
19880		MEM FLD COMPLEX	01-510-000-56150	395.82
19880		GIRLS LITTLE LEAGUE	01-510-000-58650	58.96
BLUE TRP	BLUE TARP FINANCIAL	5 TN RATCHET STRIPS	01-510-000-54999	70.63
R0000554	PRO PET DISTRIBUTORS, INC	4 CS DOG LITTER BAGS	01-510-000-54999	864.00
R0000554		SHIPPING	01-510-000-54999	82.90
WARNER	WARNER-WEXEL WHOLESALE &	CLEANERS	01-510-000-54999	53.36
WARNER		NITRILE GLOVES	01-510-000-54999	35.00
WARNER		TOWEL DISPENSER	01-510-000-54999	174.66
WARNER		METERED DISPENSERS	01-510-000-54999	413.88
WARNER		BLEACH	01-510-000-54999	24.92
WARNER		FOAM SOAP	01-510-000-54999	40.81
TOTAL				3,419.00
TOTAL PARKS AND PLAYGROUNDS				3,419.00
BALLFIELDS				
04575	DOOR COUNTY HARDWARE	CORD	01-520-000-56500	1.99
04575		DOOR STOP	01-520-000-54999	9.99
04575		FIRE EXT	01-520-000-54999	19.99
04575		PLATE FILLER	01-520-000-54999	6.99
04575		FLAG	01-520-000-54999	73.98
04575		SIDE RECEPTACLE	01-520-000-56500	3.99

INVOICES DUE ON/BEFORE 05/17/2016

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
04575		SUPPLIES	01-520-000-56500	51.97
04575		QT VALVE	01-520-000-54999	8.99
04575		PIPE THREAD	01-520-000-56500	8.99
04966	EAGLE MECHANICAL INC	PUSH ROD WATER HEATER	01-520-000-54999	49.92
12100	LAMPERT YARDS INC	9 1X8X12 TREATED LUMBER	01-520-000-54999	128.23
		TOTAL		365.03
		TOTAL BALLFIELDS		365.03
MUNICIPAL DOCKS				
04575	DOOR COUNTY HARDWARE	BRASS SILLCOCK	01-550-000-54999	15.98
04575		STOP VALVE	01-550-000-54999	19.98
04575		BIB HOSE	01-550-000-54999	-2.99
PORT	PORT SUPPLY	ADAPTERS	01-550-000-54999	344.94
PORT		CREDIT RETURN ADAPTERS	01-550-000-54999	-164.96
VIKING	VIKING ELECTRIC SUPPLY, INC	8' LIGHT COVER	01-550-000-54999	41.23
VIKING		3- LATCH ASSEMBLY	01-550-000-54999	4.95
VIKING		LATCH ASSEMBLY	01-550-000-54999	8.25
		TOTAL		267.38
		TOTAL MUNICIPAL DOCKS		267.38
WATERFRONT PARKS & WALKWAYS				
02435	BISSEN ASPHALT LLC	4.74 TN QUARRY WASH	01-570-000-51750	63.52
02435		.61 TN MASON SAND	01-570-000-51750	9.46
19880	STURGEON BAY UTILITIES	W LARCH ST WALKWAY LTS	01-570-000-56150	93.02
19880		W LARCH ST PARKING LOT	01-570-000-56150	60.98
19880		48 KENTUCKY ST WTR FRNT	01-570-000-56150	171.75
19880		107 N 1ST AVE MARINA/RESTROOM	01-570-000-56150	121.40
19880		107 N 1ST AVE MARINA/RESTROOM	01-570-000-58650	52.16
19880		122 KENTUCKY ST CITY PKG RAMP	01-570-000-56150	319.19
		TOTAL		891.48
		TOTAL WATERFRONT PARKS & WALKWAYS		891.48
EMPLOYEE BENEFITS				
02274	BENEFIT ADVANTAGE INC.	APRIL HRA BILLING	01-600-000-50510	105.75
03780	COUNSELING ASSOCIATES OF DC	MAY EAP	01-600-000-56553	150.83
04800	DRAEB JEWELERS, INC	STUEWER RETIREMENT WATCH	01-600-000-56554	200.00
04800		HERLACHE RETIREMENT WATCH	01-600-000-56554	200.00
		TOTAL		656.58
		TOTAL EMPLOYEE BENEFITS		656.58
PUBLIC FACILITIES				

INVOICES DUE ON/BEFORE 05/17/2016

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
04696	DOOR COUNTY TREASURER	2016 1ST QTR MAINT CONTRACT	01-700-000-56850	11,358.27
		TOTAL		11,358.27
		TOTAL PUBLIC FACILITIES		11,358.27
COMMUNITY & ECONOMIC DEVLPMT				
04696	DOOR COUNTY TREASURER	04/16 COMM DEV INTERNET	01-900-000-56700	5.40
KERNOSKY	RYAN KERNOSKY	MILEAGE EXPNSE/KERNOSKY	01-900-000-55600	62.10
		TOTAL		67.50
		TOTAL COMMUNITY & ECONOMIC DEVLPMT		67.50
		TOTAL GENERAL FUND		110,812.02
CAPITAL FUND				
GENERAL EXPENDITURES				
DEGROOT	DE GROOT, INC	SBC PORTION-OAK & 4TH AVE	10-199-000-51525	147,354.85
DEGROOT		KITTY OREILLYS	10-199-000-51525	1,818.92
DEGROOT		HOT TAMALES	10-199-000-51525	192.03
DEGROOT		ON DECK	10-199-000-51525	1,060.30
		TOTAL		150,426.10
		TOTAL GENERAL EXPENDITURES		150,426.10
FIRE DEPARTMENT				
EXPENSE				
PAULCONW	PAUL CONWAY SHIELDS	SHIELDS	10-250-000-59050	111.28
		TOTAL EXPENSE		111.28
		TOTAL FIRE DEPARTMENT		111.28
STORM SEWERS				
EXPENSE				
DEGROOT	DE GROOT, INC	CITY PORTION-OAK & 4TH AVE	10-300-000-59115	105,394.11
		TOTAL EXPENSE		105,394.11
		TOTAL STORM SEWERS		105,394.11
ROADWAYS/STREETS				
ANNUAL RESURFACING & BASE REP.				
20070	TAPCO	CROSS WALK SIGNS	10-400-110-59095	2,009.87
		TOTAL ANNUAL RESURFACING & BASE REP.		2,009.87

DATE: 05/10/2016  
 TIME: 14:50:42  
 ID: AP443000.CST

CITY OF STURGEON BAY  
 DEPARTMENT SUMMARY REPORT

PAGE: 11

INVOICES DUE ON/BEFORE 05/17/2016

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
<b>CAPITAL FUND</b>					
GEORGIA STREET ROADWAY EXTEN.					
GEORGIA STREET ROADWAY EXTEN.					
10750	PREMIER CONCRETE INC	160.79TN BREAKER RUN	10-400-111-59095	1,165.75	
				TOTAL GEORGIA STREET ROADWAY EXTEN.	1,165.75
				TOTAL ROADWAYS/STREETS	3,175.62
<b>WATERFRONT PARKS &amp; WALKWAYS</b>					
16725	ESP PRODUCTS, INC	SERVICE WORK STNE HRBR DOCK	10-570-000-59075	1,575.00	
				TOTAL	1,575.00
				TOTAL WATERFRONT PARKS & WALKWAYS	1,575.00
				TOTAL CAPITAL FUND	260,682.11
<b>CABLE TV</b>					
CABLE TV / GENERAL					
CABLE TV / GENERAL					
03159	CHARTER COMMUNICATIONS	04/16 CB MUSIC SVC	21-000-000-58999	179.54	
04696	DOOR COUNTY TREASURER	04/16 PEG INTERNET	21-000-000-56700	100.00	
				TOTAL CABLE TV / GENERAL	279.54
				TOTAL CABLE TV / GENERAL	279.54
				TOTAL CABLE TV	279.54
<b>TID #4 DISTRICT</b>					
TID #4 DISTRICT					
16555	PINKERT LAW FIRM, LLP	03/16 TID 4 LEGAL MATTERS	28-340-000-55001	2,470.00	
CEDARCO	CEDAR CORPORATION	PROF SERVICES THRU 3.19.16	28-340-000-55001	4,204.27	
WI DNR	STATE OF WISCONSIN	VPLE OVERSIGHT FEES	28-340-000-59130	289.00	
WI DNR		VPLE OVERSIGHT FEES	28-340-000-59130	288.75	
				TOTAL	7,252.02
				TOTAL TID #4 DISTRICT	7,252.02
				TOTAL TID #4 DISTRICT	7,252.02
<b>SOLID WASTE ENTERPRISE</b>					
SOLID WASTE ENTERPRISE FUND					
SOLID WASTE ENTERPRISE FUND					
20725	T R COCHART TIRE CENTER	GARBAGE TRUCK TIRES	60-000-000-52850	1,954.00	
ADVANCED	ADVANCED DISPOSAL	190.93 TN REFUSE @ 59.96/TON	60-000-000-58300	11,448.18	
ADVANCED		68.02 TN RECYCLE @ 13.74/TN	60-000-000-58350	934.60	
JX ENT	JX ENTERPRISES, INC.	TRANSMISSION REPAIR	60-000-000-53000	800.52	
				TOTAL SOLID WASTE ENTERPRISE FUND	15,137.30
				TOTAL SOLID WASTE ENTERPRISE FUND	15,137.30
				TOTAL SOLID WASTE ENTERPRISE	15,137.30
				TOTAL ALL FUNDS	394,162.99

**MANUAL CHECKS**

DELTA DENTAL	\$5,153.84
05/05/16	
Check #79375	
May Dental Insurance	
Various Departmental Accounts	

NETWORK HEALTH	\$97,718.22
05/05/16	
Check # 79375	
April Health Insurance Adjustments &	
May Health Insurance	
Various Departmental Accounts	

<b>TOTAL MANUAL CHECKS</b>	<b>\$102,872.06</b>
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INVOICES DUE ON/BEFORE 05/17/2016

VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE

SUMMARY OF FUNDS:

GENERAL FUND	110,812.02	<del>213,684.08</del>
CAPITAL FUND	<del>260,682.11</del>	
CABLE TV	279.54	
TID #4 DISTRICT	7,252.02	
SOLID WASTE ENTERPRISE	15,137.30	
TOTAL --- ALL FUNDS	<del>394,162.99</del>	497,035.05

*Stewart Smith*  
*5-10-16*  
*[Signature]*  
*5-10-16*

CLOSED SESSION  
COMMON COUNCIL  
June 3, 2014

A closed session of the Common Council was convened at 8:39 p.m. by Mayor Birmingham. Ald. Wiegand, Ireland, Vandertie, Wiesner, Stutting, Fett, and Schlicht present. Also present: City Attorney Nesbitt, City Administrator McNeil, Police Chief Arleigh Porter and City Clerk/Human Resources Director Reinhardt

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend that the Common Council not be a part of the settlement discussions regarding the Randall Alberts claim and to allow the insurance company to make a settlement at a reasonable amount.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Joseph Stutting, Chr.

Introduced by City Attorney Nesbitt. Fett/Wiegand to approve. Carried.

Ireland/Stutting to adjourn. The meeting adjourned at 8:51 p.m.

Respectfully submitted,



Stephanie L. Reinhardt  
City Clerk/Human Resources Director

Approved for publication:

By:   
Joshua VanLieshout, City Administrator

Date: May 13, 2016

CLOSED SESSION  
COMMON COUNCIL  
December 2, 2014

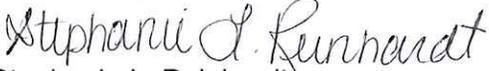
The closed session of the Common Council was convened at 12:31 p.m. by Mayor Birmingham. Present: Wiegand, Ireland, Vandertie, Wiesner, Stults, Fett, and Schlicht. Also present: City Administrator McNeil, City Attorney Nesbitt, City Clerk/Human Resources Director Reinhardt.

Discussion took place regarding the legal update and resolution.

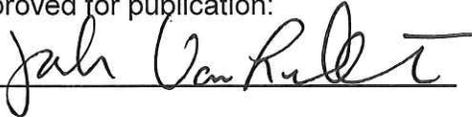
Fett/Wiesner to authorize staff to settle at \$14,000 and \$10,000 in regard to City of Sturgeon Bay vs. VandenElzen, et al. Carried.

Schlicht/Stults to adjourn. Carried. The meeting adjourned at 1:04 p.m.

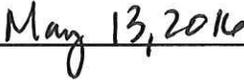
Respectfully submitted,

  
Stephanie L. Reinhardt  
City Clerk/Human Resources Director

Approved for publication:

  
\_\_\_\_\_

Date:

  
\_\_\_\_\_

**CLOSED SESSION  
COMMON COUNCIL  
May 19, 2015**

The closed session of the Common Council was convened at 1:35 p.m. by Mayor Birmingham in the Closed Session Room, City Hall. Members present: Catarozoli, Vandertie, Ireland, Wiesner, Stults, Fett and Gregory. Also present: Mayor Birmingham, City Attorney Randy Nesbitt, City Administrator McNeil and Deputy Clerk/Treasurer Spittlemeister.

City Attorney Randy Nesbitt gave background on pending litigation: City of Sturgeon Bay vs. VandenElzen, et. al.

Fett/Catarozoli to adjourn in closed session. Carried. The meeting adjourned at 2:10 p.m.

Respectfully submitted,

Laurie Spittlemeister  
Deputy Clerk/Treasurer

Approved for Publication:



Joshua VanLieshout  
City Administrator

Date: 5/13/16

**CLOSED SESSION  
COMMON COUNCIL  
June 16, 2015**

The closed session of the Common Council was convened at 12:44 p.m. by Mayor Birmingham in the Closed Session Room, City Hall. Members present: Catarozoli, Vandertie, Ireland, Wiesner, Stults, Fett and Gregory. Also present: Mayor Birmingham, City Administrator McNeil, Denise & Bill Frea from Public Administration Associates and City Clerk/Human Resources Director Reinhardt.

Discussion took place regarding the applications that were received for the position of City Administrator.

It was the consensus of the Council to move to the finalist step of the process for filling the position of City Administrator and interview the following candidates: Brian Chapman, Ryan Heise, Mark Masciola, Kenneth Pabich, and Josh Van Lieshout.

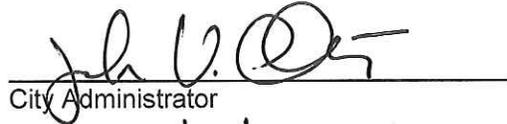
Fett/Gregory to adjourn. Carried. The meeting adjourned at 1:40 p.m.

Respectfully submitted,



Stephanie L. Reinhardt  
City Clerk/Human Resources Director

Approved for Publication:

  
\_\_\_\_\_  
City Administrator

Date: 5/13/16

**CLOSED SESSION  
COMMON COUNCIL  
July 7, 2015**

The closed session of the Common Council was convened at 12:34 p.m. by Mayor Birmingham in the Closed Session Room, City Hall. Members present: Catarozoli, Vandertie, Ireland, Wiesner, and Fett. Stults and Gregory were excused. Also present: Mayor Birmingham, City Administrator McNeil, Community Development Olejniczak and City Clerk/Human Resources Director Reinhardt.

**RECOMMENDATION**

We, the Personnel Committee, hereby recommend to appoint Chad Shefchik to the City Engineer position and to proceed with the process of filling the Crew Supervisor position upon Mr. Shefchik's acceptance of the City Engineer position. Furthermore, to recommend the following salaries with the reorganization: City Engineer - \$76,000; Engineering Technician - \$65,000; Crew Supervisor - \$60,000 effective January 1, 2016.

**PERSONNEL COMMITTEE**

By: Ronald A. Vandertie, Chr.

Vandertie/Fett to adopt. Carried.

Wiesner/Fett to adjourn. Carried. The meeting adjourned at 12:52 p.m.

Respectfully submitted,



Stephanie L. Reinhardt  
City Clerk/Human Resources Director

Approved for Publication:

  
\_\_\_\_\_  
City Administrator

Date: 5/13/16

COMMON COUNCIL  
May 3, 2016

A regular meeting of the Common Council was called to order at 12:15 p.m. by Mayor Birmingham. The Pledge of Allegiance was recited. Roll call: Catarozoli, Vandertie, Wiesner, Stults, Fett, and Gregory were present. Ireland was excused.

Catarozoli/Wiesner to move item 7j from the consent agenda to the regular agenda. Carried.

Mayor Birmingham and Fire Chief Dietman recognized Retired Lt. Richard Stuewer for 40 years of service with the Sturgeon Bay Fire Department.

Fett/Stults to approve the following bills - General Fund - \$61,827.29, Capital Fund - \$46,252.18, Cable TV - \$4,685.00, TID #3 - \$143.00, TID #4 - \$4,735.50 and Solid Waste Enterprise Fund - \$1,414.47 for a grand total of \$119,057.44. Carried.

Stults/Gregory to approve consent agenda:

- a. Approval of 4/19/16 regular Common Council minutes.
- b. Approval of the following minutes:
  - (1) Zoning Board of Appeals – 4/12/16
  - (2) Finance/Purchasing & Building Committee – 4/12/16
  - (3) Community Protection & Services Committee – 4/14/16
  - (4) Waterfront Redevelopment Authority – 4/19/16
- c. Place on file the following report:
  - (1) Inspection Department Report – March 2016
- d. Consideration of: Approval of beverage operator licenses.
- e. Consideration of: Approval of Temporary Class B Beer licenses.
- f. Consideration of: Approval of Temporary Class B Beer and Class B Wine license.
- g. Consideration of: Approval of 6 month Class B Beer license.
- h. Consideration of: Approval of Transfer for a Class B Beer license and Class C Wine license.
- i. Consideration of: Approval of Sidewalk Café permit for Crate.
- j. ~~Finance/Purchasing & Building Committee recommendation re: Deny the request from Tom Kuffel, Palmer Johnson Yachts, LLC to waive invoice #2016016 in the amount of \$125.00 for snow removal fees. Moved to regular agenda.~~

Carried.

There were no mayoral appointments.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to deny the request from Tom Kuffel, Palmer Johnson Yachts, LLC to waive invoice #2016016 in the amount of \$125.00 for snow removal fees.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Stewart Fett, Chr.

Introduced by Fett. Fett/Stults to adopt. Discussion took place on whether other fees were waived for Egg Harbor Road and the notification that property owners received regarding their responsibility to snow removal. Carried.

RECOMMENDATION

We, the Community Protection & Services Committee, hereby recommend to repeal and recreate Section 15.01(4) of the Municipal Code (Building Code).

COMMUNITY PROTECTION & SERVICES COMMITTEE

By: Richard Wiesner, Chr.

Introduced by Wiesner. Wiesner/Gregory to adopt. Carried.

Wiesner/Fett to read in title only for first reading an ordinance repealing and recreating Section 15.01(4) of the Municipal Code (Building Code). Carried.

City Plan Commission Chair Wiesner, Finance/Purchasing & Building Chair Fett, Park & Recreation Committee Chair Vandertie, presented reports for their respective committees/commissions.

The following people spoke during public comment: Laurel Brooks, 920 Kentucky Place and Nancy Stults, 240 Juniper Street.

The Mayor made his comments.

After the Mayor announced the statutory basis, Fett/Wiesner to 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. Wis. Stats. 19.85(1)(e) (a)  
Consideration of: Purchase of public property. Roll call: All voted aye. Carried.

The meeting moved to closed session at 12:40 p.m. and adjourned at 12:54 p.m.

Respectfully submitted,



Stephanie L. Reinhardt  
City Clerk/Human Resources Director

**FINANCE/PURCHASING & BUILDING COMMITTEE****April 26, 2016**

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:00 p.m. by Chairperson Fett in the Council Chambers, City Hall. Roll call: Alderpersons Fett and Stults were present. Alderperson Ireland was excused. Also present: City Administrator Van Lieshout, Finance Director/City Treasurer Clarizio, Municipal Services Director Bordeau, Community Development Director Olejniczak, Assistant Fire Chief Montevideo, Chris Kellems and Receptionist Metzger.

A motion was made by Alderperson Stults, seconded by Alderperson Fett to adopt the following agenda.

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Update City of Sturgeon Bay's Aquatic Management Plan.
4. Consideration of: City Fees.
5. Consideration of: Kayak Tour Concession Lease Rental Agreement.
6. Unfinished Business.
7. Review bills.
8. Adjourn.

Carried.

Consideration of: Update City of Sturgeon Bay's Aquatic Management Plan:

Municipal Services Director Bordeau explained the DNR notified the City that its aquatic management plan must be updated, or the City will not be able to weed harvest or spray within the bay. The current plan has not been updated since 2000. He stated \$60,000 was allocated in the 2016 budget and that two bids were received, one from Onterra, LLC in the amount of \$29,500.00 and one from Lake and Pond Solutions Co. in the amount of \$15,000.00. After further research, Mr. Bordeau stated he discovered that there are pending legal issues against Lake and Pond Solutions Co. due to work not completed and therefore suggests that the Committee award the contract to Onterra, LLC.

Chris Kellems, 120 Alabama St. spoke requesting the Committee consider changing the name of the aquatic management plan to aquatic plant management plan which reflects the nature of the plan. In addition, Ms. Kellems requested that Sunset Park and the Llama Wama lagoon be included in the management plan and expressed specific concerns regarding water quality testing. Municipal Service Director Bordeau stated water quality testing is already included in the plan. The Committee discussed the request for Llama Wama to be included, expressing concern over spending public funds on waterway that discourages public use and is posted with "No Trespassing" signs. Ms. Kellems stated that signs will come down immediately.

Moved by Alderperson Stults, seconded by Alderperson Fett to recommend to Common Council to award the contract to Onterra, LLC to complete the Aquatic Plant Management Plan update. Carried.

Consideration of: City Fees:

Finance Director/City Treasurer Clarizio explained that the Staff was asked by the Committee of the Whole to review and propose changes to the list of City fees. The Committee discussed the proposed changes with the focus on the addition of several new fees, such as brush collection, tent inspection and firework permits.

Moved by Alderperson Stults, seconded by Alderperson Fett to recommend to Common Council to approve the fee increases, new fees and discontinuance of fees, and forward the resolution to Council. Carried.

Consideration of: Kayak Tour Concession Lease Rental Agreement:

City Administrator Van Lieshout provided additional information to the Committee addressing their questions from the April 12, 2016 meeting. The questions were in regard to logistics, location and route on the request to offer guided kayak tours in the City from Tim Pflieger, Team Leadership Center, Inc. Mr. VanLieshout explained that Team Leadership Center, Inc. has contracts with other municipalities in Door County providing kayak, paddleboard rentals and kayak tours with professional guides that are ACA certified. Assistant Fire Chief Montevideo touched on safety concerns, kayak tour route and the no wake zone. Mr. Van Lieshout stated the City Attorney has reviewed and is satisfied with the revised lease agreement.

Moved by Alderperson Stults, seconded by Alderperson Fett to recommend to Common Council to approve the lease agreement between the City of Sturgeon Bay and Team Leadership Center, Inc. as presented. Carried.

There were no items for review on the unfinished business list.

Review bills

Moved by Alderperson Fett seconded by Alderperson Stults to approve the bills as presented and forward to the Common Council for payment. Carried.

Moved by Alderperson Stults, seconded by Alderperson Fett to adjourn. Carried. The meeting adjourned at 4:51p.m.

Respectfully submitted,



Tricia Metzger

BOARD OF PUBLIC WORKS  
May 3, 2016

A meeting of the Board of Public Works was called to order at 12:00 p.m. noon by Mayor Birmingham in the Council Chambers, City Hall. Roll call: Ald. Mayor Birmingham, Ald. Catarozoli, Vandertie, Wiesner, Stults, Fett & Gregory were present. Ireland was excused.

Wiesner/Fett to adopt the following agenda:

1. Call to order.
2. Roll call.
3. Adoption of agenda.
4. Election of Chairperson.
5. Consideration of: Sidewalk removal at 908 Rhode Island along South 9<sup>th</sup> Avenue.
6. Discussion re: Roadway improvements to be added to 5 year improvement watchlist.
7. Adjourn

Carried.

Wiesner/Stults to nominate Stewart Fett as Chairperson for Board of Public Works. Carried.

City Engineer Shefchik outlined a request from the property owners of 908 Rhode Island Street to remove the sidewalk along South 9<sup>th</sup> Avenue. The sidewalk is a trip hazard due to the roots of the trees pushing on the sidewalk. If the sidewalk were to be repaired, it would be necessary to remove some tree roots which could compromise the health of the trees. Additionally, there are not any other north/south sidewalks in the immediate area. The property owners have offered to remove the sidewalk in question and complete any landscaping/lawn restoration at their own expense with no cost to the City. The removal would be between their driveway along S. 9<sup>th</sup> Ave. and Rhode Island Street. No sidewalk along Rhode Island Street (or the handicap ramp) would be affected. Furthermore, the property owners agree to pay a future sidewalk assessment if in the future the City would install new sidewalks along a significant portion of S. 9<sup>th</sup> Avenue.

Stults/Vandertie to approve the sidewalk removal at 908 Rhode Island Street (between the driveway along S. 9<sup>th</sup> Ave and Rhode Island Street) provided that no sidewalks along Rhode Island Street (or the handicap ramp) are affected. In addition, the property owners are responsible for all removal and restoration expenses, and the property owners agree to be assessed for future sidewalks if in the future the City installs new sidewalks along a significant portion of S. 9<sup>th</sup> Avenue. Carried.

City Engineer Shefchik encouraged the Council to inform him, in advance, if they have any certain roadways to add to the five year improvement plan. This would allow him to research and possibly shift roads if able to.

Catarozoli/Gregory to adjourn. Carried. The meeting adjourned at 12:09 p.m.

Respectfully submitted,



Stephanie L. Reinhardt  
City Clerk/Human Resources Director

PERSONNEL COMMITTEE  
May 4, 2016

A meeting of the Personnel Committee was called to order by Chairperson Vandertie at 12:00 p.m. in the Second Floor Conference Room. Roll call: Members Vandertie, Fett and Stults were present. Also present: City Administrator VanLieshout, Community Development Director Olejniczak, and Clerk/Human Resources Director Reinhardt.

Fett/Stults to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Personnel Handbook updates.
4. Convene in closed session in accordance with the following exemptions:
  - a. Considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Wis. Stats. 19.85(1)(c)

Consideration of: Staffing levels.

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

Consideration of: Collective bargaining.

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

5. Adjourn.

Carried.

City Clerk/Human Resources Director Reinhardt noted that the Personnel Handbook does not currently address employees that are part-time employees that work over 29 hours on a regular, permanent basis in regard to prorated benefits. In order to define this area in the handbook, changes have been proposed in regard to prorated benefits on the number of hours worked on a weekly basis.

Fett/Stults to recommend to the Common Council to update the Personnel Handbook to include defining part-time employees that work over 29 hours on a regular, permanent basis in regards to prorated benefits. Carried.

After the Chairperson announced the statutory basis, Fett/Stults to convene in closed session. Roll call: All voted aye. Carried. The meeting moved to closed session at 12:05 p.m.

The meeting adjourned in closed session at 12:48 p.m.

Respectfully submitted,



Stephanie L. Reinhardt  
City Clerk/Human Resources Director



# CITY of STURGEON BAY FIRE DEPARTMENT

**Kalin Montevideo**  
**Assistant Fire Chief**

421 Michigan St  
Sturgeon Bay, WI 54235

920-746-2916 Station 920-746-2448 Office  
920-746-6901 FAX  
Email: [kmontevideo@sturgeonbaywi.org](mailto:kmontevideo@sturgeonbaywi.org)

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

FROM: Assistant Fire Chief Kalin Montevideo

SUBJECT: April 2016 Monthly Fire Report

DATE: May 10, 2016

I submit the following report of activities for the Sturgeon Bay Fire Department for the month of April 2016.

## CALLS FIRE DEPARTMENT RECEIVED: 131

## Year to Date Incidents: 460

### CITY CALLS: 124

East Side Calls: 77

West Side Calls: 47

### Type of Call:

Fire: 27

EMS: 104

### COUNTRY CALLS: 07

Town of Sevastopol: 01

Town of Sturgeon Bay: 06

### INCIDENT TYPE

46 – Medical Non-Emergent

58 – Medical Emergent

01 – Dispatched & Cancelled

01 – Unauthorized Burning

01 – Assist Law Enforcement

02 – Vehicle Accident

03 – CO incident

05 – Gas Leak

02 – Grass/Outside Fire

01 – Smoke/Odor Removal

01 – Cooking Fire

05 – Alarm/Detect Activation, No Fire

01 – Overpressure Rupture/Explosion

02 – Flammable/Combustible Liquid Spill

02 – Alarm System Malfunction

### CALLS PER DAY:

Monday 22

Tuesday 14

Wednesday 13

Thursday 15

Friday 24

Saturday 25

Sunday 18

### INPECTION REPORT:

Inspections within the city limits: 146

Inspections outside the city limits: 40

Total number of inspection hours: 228.17 Hours

## SPECIAL REPORTS, ACTIVITIES AND REPAIRS

**TRUCK/STATION MAINTENANCE:** Firefighters greased the front end, repaired a fuel leak, replaced batteries and four marker lights on Engine 4; replaced air control valve on Tender 1; replace brakes and wheel bearings on Chief 10; replaced the starter and fuel lift pump on Engine 4; installed a stacked washer/dryer at ES; installed new tires on Engine 4; replaced quick connects on Indian Water Packs; repaired winch cable on Brush 5; repaired wiring on Engine 6 headsets; greased front spring pins on Engine 4; repaired a headlight on Engine 6; replaced brake light on Squad 1; replaced pressure gauge on the hose tester.

**TRAINING:** 492.25 hours of training were conducted in April. Members of the Honor Guard attended their monthly training; Chief Dietman & AC Montevideo attended FDIC in Indiana; Lt Austad, FF Smith & FF Writt completed their certification in Blue Card Command; On duty firefighters did EMS training with DC Paramedics; All firefighters attended drug education presented by Investigators from Door County Sheriffs Dept; AC Montevideo, Lt Austad, Lt Smith, FF Writt & FF Writt completed ICS 300 and Chief Dietman, FF Jorns & FF Paye attended a week long Shipboard Firefighting class in Ohio.

**OTHER:** Fire Chief and AC attended city and other town meetings and four car seats were installed. Firefighters participated Earth Day at DC Habitat Restore; Healthy Kids Day @ YMCA and assisted with the Leader Dog Program.  
Lt Richard Stuewer retired from SBFD on 4/5/2016. Mike Smith was promoted to Lt. and we hired four new part-time firefighters; Jeremy Paszczak, Matt Rollin, Dan Rankin and Logan Vandertie.

MARCH 2016 BANK RECONCILIATION

CHECKING ACCOUNTS

INVESTMENT ACCOUNTS

GENERAL FUND	WDF	SNAP	GENERAL/CAPITAL FUND
BAYLAKE	BAYLAKE	BAYLAKE	INVESTMENTS
PRIOR G/L BALANCE	2,014,661.54	249,795.09	8,744.14
REVENUE	2,426,943.09	11,685.57	0.00
DISBURSEMENTS	1,665,030.39	0.00	5,805.98
AMOUNT IN TRANSIT	335.63	0.00	0.00
ADJUSTMENTS	3,675.09	0.00	0.00
ENDING BALANCE	2,779,913.70	261,480.66	2,938.16

BANK BALANCE	2,905,065.38	261,480.66	2,938.16
LESS OUTS. CHECKS	125,151.68	0.00	0.00
	2,779,913.70	261,480.66	2,938.16

SAVINGS ACCOUNTS

GENERAL FUND	GENERAL FUND	TIF #1 DEBT	WDF	CAPITAL - BUILDING DEBT	CAPITAL - EH RD	TIF #3 DEBT	TIF #3 CONSTRUCTION
STATE - #2	BAYLAKE BANK - MMBI	STATE - #11	STATE - #4	STATE - #9	STATE - #15	STATE - #08	STATE - #14
PRIOR G/L BALANCE	6,645,491.47	11,400.76	594,856.65	115,384.83	5,966.73	21,450.89	89,674.70
REVENUE	577,979.88	19,638.53	206.60	38.84	2.07	7.45	31.15
DISBURSEMENTS	2,272,122.66	1,417.07	0.00	10,000.00	0.00	0.00	28,631.25
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ENDING BALANCE	4,951,348.69	29,622.22	595,063.25	105,423.67	5,968.80	21,458.34	89,705.85

BANK BALANCE	GENERAL FUND	TIF #1 DEBT	WDF	CAPITAL - BUILDING DEBT	CAPITAL - EH RD	TIF #3 DEBT	TIF #3 CONSTRUCTION
	STATE - #2	BAYLAKE BANK - MMBI	STATE - #4	STATE - #9	STATE - #15	STATE - #08	STATE - #14
BANK BALANCE	4,951,348.69	29,622.22	595,063.25	105,423.67	5,968.80	21,458.34	89,705.85

5/11/2016

CITY OF STURGEON BAY  
 SUMMARIZED REVENUE & EXPENSE REPORT

6c3.

DEPARTMENT DESCRIPTION	FOR FUND: GENERAL FUND		MARCH 31, 2016		FISCAL YEAR BUDGET	FISCAL YEAR		VARI-ANCE
	MARCH BUDGET	ACTUAL	% VARI-ANCE	BUDGET		ACTUAL		
REVENUES	931,337.59	76,176.87	(91.8)	11,176,055.00	4,540,299.45	(59.3)		
GENERAL FUND	931,337.59	76,176.87	(91.8)	11,176,055.00	4,540,299.45	(59.3)		
TOTAL REVENUES	931,337.59	76,176.87	(91.8)	11,176,055.00	4,540,299.45	(59.3)		
EXPENSES	66,337.66	132,830.38	(100.2)	796,055.00	135,677.32	82.9		
GENERAL FUND	66,337.66	132,830.38	(100.2)	796,055.00	135,677.32	82.9		
MAYOR	1,044.98	1,045.56	0.0	12,540.00	3,083.30	75.4		
CITY COUNCIL	4,792.48	4,525.66	5.5	57,510.00	16,309.44	71.6		
LAW/LEGAL	4,583.33	2,813.00	38.6	55,000.00	2,862.00	94.7		
CITY CLERK-TREASURER	31,849.55	28,903.63	9.2	382,195.00	85,248.75	77.6		
ADMINISTRATION	11,525.37	10,501.17	8.8	138,305.00	30,432.80	77.9		
COMPUTER	4,383.31	2,990.00	31.7	52,600.00	14,516.56	72.4		
CITY ASSESSOR	8,258.27	6,953.97	15.7	99,100.00	25,645.95	74.1		
BOARD OF REVIEW	126.65	0.00	100.0	1,520.00	155.25	89.7		
BUILDING/ZONING CODE ENFORCEMENT	5,498.74	3,169.74	42.3	65,985.00	3,502.94	94.6		
MUNICIPAL SERVICES ADMIN.	18,217.87	18,009.46	1.1	218,615.00	53,541.02	75.5		
PUBLIC WORKS ADMINISTRATION	20,347.44	18,465.21	9.2	244,170.00	55,985.20	77.0		
ELECTIONS DEPARTMENT	1,717.47	173.06	89.9	20,610.00	3,467.08	83.1		
CITY HALL	12,296.61	13,910.67	(13.1)	147,560.00	25,868.26	82.4		
INSURANCE	35,175.80	27,124.86	22.8	422,110.00	147,797.86	64.9		
GENERAL EXPENDITURES	120,063.29	4,330.74	96.3	1,440,760.00	16,176.05	98.8		
POLICE DEPARTMENT	33,284.52	31,440.74	5.5	399,415.00	88,948.95	77.7		
PATROL BOAT	1,056.23	0.00	100.0	12,675.00	0.00	100.0		
PARKING ENFORCEMENT	0.00	0.00	0.0	0.00	0.00	0.0		
POLICE DEPARTMENT/PATROL	167,066.57	141,554.87	15.2	2,004,800.00	410,295.36	79.5		
POLICE DEPT. / INVESTIGATIONS	11,219.13	9,514.84	15.1	134,630.00	38,863.79	71.1		
FIRE DEPARTMENT	154,309.90	135,530.86	12.1	1,851,720.00	390,519.58	78.9		
STORM SEWERS	2,780.39	44.87	98.3	33,365.00	524.13	98.4		
SOLID WASTE MGMT/SPRING/FALL	4,117.05	0.00	100.0	49,405.00	0.00	100.0		
COMPOST/SOLID WASTE SITE	2,619.55	254.27	90.2	31,435.00	433.45	98.6		
STREET SWEEPING	3,230.39	335.90	89.6	38,765.00	1,020.74	97.3		
WEED ABATEMENT	783.32	0.00	100.0	9,400.00	0.00	100.0		
ROADWAYS/STREETS	14,846.21	13,248.49	10.7	178,155.00	45,014.76	74.7		
SNOW REMOVAL	16,845.40	31,600.24	(87.5)	202,145.00	91,876.62	54.5		
STREET SIGNS AND MARKINGS	4,562.46	3,367.39	26.1	54,750.00	5,517.80	89.9		
CURB/GUTTER/SIDEWALK	1,241.64	11.98	(35.1)	14,900.00	11.98	99.9		
STREET MACHINERY	14,194.97	19,186.56	(59.3)	170,340.00	34,160.70	79.9		
CITY GARAGE	5,204.94	8,295.47	(59.3)	62,460.00	16,965.03	72.8		
CELEBRATION & ENTERTAINMENT	4,183.30	6,105.46	(45.9)	50,200.00	17,667.07	64.8		
HIGHWAYS - GENERAL	42,399.54	41,044.65	3.1	508,795.00	20,784.76	78.6		
PARK & RECREATION ADMIN	9,289.52	7,785.92	16.1	111,475.00	67,383.97	81.3		
PARKS AND PLAYGROUNDS	32,956.57	34,193.85	(3.7)	395,480.00	31,895.00	82.9		
BALDFIELDS	2,657.89	225.06	91.5	31,895.00	239.93	99.2		
ICE RINKS	868.73	2,689.86	(209.6)	10,425.00	10,437.83	(0.1)		
BEACHES	101.24	0.00	100.0	1,215.00	0.00	100.0		

6c3.

CITY OF STURGEON BAY  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: GENERAL FUND  
 FOR 3 PERIODS ENDING

DEPARTMENT DESCRIPTION	MARCH 31, 2016		FISCAL YEAR	FISCAL YEAR-TO-DATE	%
	BUDGET	ACTUAL			
EXPENSES					
MUNICIPAL DOCKS	4,107.04	4,617.79	49,285.00	6,346.50	87.1
WATER WEED MANAGEMENT	7,959.55	0.00	95,515.00	0.00	100.0
WATERFRONT PARKS & WALKWAYS	5,054.95	1,733.76	60,660.00	4,978.71	91.7
EMPLOYEE BENEFITS	2,054.14	1,009.27	24,650.00	5,093.84	79.3
PUBLIC FACILITIES	6,361.66	0.00	76,340.00	23,305.90	69.4
BOARDS AND COMMISSIONS	43.74	86.16	525.00	132.32	74.7
COMMUNITY & ECONOMIC DEVLPMNT	29,716.60	65,876.51	356,600.00	114,853.89	67.7
TOTAL EXPENSES	931,335.96	835,501.88	11,176,055.00	2,124,034.99	80.9
TOTAL FUND REVENUES	931,337.59	76,176.87	11,176,055.00	4,540,299.45	(59.3)
TOTAL FUND EXPENSES	931,335.96	835,501.88	11,176,055.00	2,124,034.99	80.9
SURPLUS (DEFICIT)	1.63	(759,325.01)	0.00	2,416,264.46	100.0

CITY OF STURGEON BAY  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: CAPITAL FUND  
 FOR 3 PERIODS ENDING

DEPARTMENT DESCRIPTION

REVENUES

TOTAL REVENUES

	MARCH BUDGET	MARCH 31, 2016 ACTUAL	% VARI-ANCE	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI-ANCE
186,695.79	51,434.27	(72.4)	2,240,350.00	628,224.19	(71.9)	
186,695.79	51,434.27	(72.4)	2,240,350.00	628,224.19	(71.9)	

EXPENSES

- CITY CLERK-TREASURER
- ADMINISTRATION
- COMPUTER
- CITY ASSESSOR
- MUNICIPAL SERVICES ADMIN.
- ELECTIONS
- CITY HALL
- GENERAL EXPENDITURES
- POLICE DEPARTMENT
- PATROL
- POLICE DEPT. / INVESTIGATIONS
- FIRE DEPARTMENT
- STORM SEWERS
- SOLID WASTE MGMT/REUSE/RECYCL
- ROADWAYS/STREETS
- SNOW REMOVAL
- CURB/GUTTER/SIDEWALK
- CITY GARAGE
- PARKS AND PLAYGROUNDS
- BALLFIELDS
- ICE RINKS
- BEACHES
- MUNICIPAL DOCKS
- WATER WEED MANAGEMENT
- WATERFRONT PARKS & WALKWAYS
- SANITARY & WATER MAIN
- PUBLIC FACILITIES
- COMMUNITY & ECONOMIC DEVLPMNT

TOTAL EXPENSES

	MARCH BUDGET	MARCH 31, 2016 ACTUAL	% VARI-ANCE	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI-ANCE
186,695.79	51,434.27	(72.4)	2,240,350.00	628,224.19	(71.9)	
188,154.08	202,301.46	(7.5)	2,257,850.00	221,455.93	90.1	
188,154.08	202,301.46	(7.5)	2,257,850.00	221,455.93	90.1	
(1,458.29)	(150,867.19)	245.4	(17,500.00)	406,768.26	(2424.3)	

CITY OF STURGEON BAY  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: CABLE TV  
 FOR 3 PERIODS ENDING

DEPARTMENT DESCRIPTION	MARCH 31, 2016		FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	%
	MARCH BUDGET	MARCH ACTUAL			
REVENUES					
CABLE TV / GENERAL	11,250.00	25.00	135,000.00	35,370.12	(99.7)
TOTAL REVENUES	11,250.00	25.00	135,000.00	35,370.12	(99.7)
EXPENSES					
CABLE TV / GENERAL	8,774.93	4,964.54	105,300.00	14,614.08	43.4
TOTAL EXPENSES	8,774.93	4,964.54	105,300.00	14,614.08	43.4
TOTAL FUND REVENUES	11,250.00	25.00	135,000.00	35,370.12	(99.7)
TOTAL FUND EXPENSES	8,774.93	4,964.54	105,300.00	14,614.08	43.4
SURPLUS (DEFICIT)	2,475.07	(4,939.54)	29,700.00	20,756.04	(299.5)

CITY OF STURGEON BAY  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TOURISM FUND  
 FOR 3 PERIODS ENDING MARCH 31, 2016

DEPARTMENT DESCRIPTION	MARCH		%	MARCH		%	FISCAL		FISCAL		%
	BUDGET	ACTUAL		ACTUAL	BUDGET		ACTUAL	ACTUAL	ANCE		
REVENUES											
TOURISM COMMITTEE / GENERAL	0.00	0.00	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
EXPENSES											
TOURISM COMMITTEE / GENERAL	0.00	0.00	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
TOTAL FUND REVENUES	0.00	0.00	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
TOTAL FUND EXPENSES	0.00	0.00	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
SURPLUS (DEFICIT)	0.00	0.00	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.0	

CITY OF SPUERGEON BAY  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #2 DISTRICT  
 FOR 3 PERIODS ENDING MARCH 31, 2016

DEPARTMENT DESCRIPTION	MARCH BUDGET	MARCH ACTUAL	VARI-ANCE %	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI-ANCE %
REVENUES						
TID DISTRICT #2	129,928.56	963.87	(99.2)	1,559,143.00	796,915.51	(48.8)
TOTAL REVENUES	129,928.56	963.87	(99.2)	1,559,143.00	796,915.51	(48.8)
EXPENSES						
TID DISTRICT #2	232,831.61	374,455.23	(60.8)	2,793,980.00	374,702.07	86.5
TOTAL EXPENSES	232,831.61	374,455.23	(60.8)	2,793,980.00	374,702.07	86.5
TOTAL FUND REVENUES	129,928.56	963.87	(99.2)	1,559,143.00	796,915.51	(48.8)
TOTAL FUND EXPENSES	232,831.61	374,455.23	(60.8)	2,793,980.00	374,702.07	86.5
SURPLUS (DEFICIT)	(102,903.05)	(373,491.36)	262.9	(1,234,837.00)	422,213.44	(134.1)

DATE: 05/11/2016  
 TIME: 11:46:44  
 ID: GL480000.WOW

CITY OF STURGEON BAY  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #1 DISTRICT  
 FOR 3 PERIODS ENDING MARCH 31, 2016

DEPARTMENT DESCRIPTION	MARCH		VARI- ANCE	FISCAL YEAR BUDGET	FISCAL		VARI- ANCE
	BUDGET	ACTUAL			YEAR-TO-DATE ACTUAL	YEAR-TO-DATE ACTUAL	
REVENUES							
TID #1 DISTRICT	50,609.33	206.60	(99.5)	607,312.00	398,731.98	(34.3)	
TOTAL REVENUES	50,609.33	206.60	(99.5)	607,312.00	398,731.98	(34.3)	
EXPENSES							
TID #1 DISTRICT	48,614.75	0.00	100.0	583,377.00	0.00	100.0	
TOTAL EXPENSES	48,614.75	0.00	100.0	583,377.00	0.00	100.0	
TOTAL FUND REVENUES	50,609.33	206.60	(99.5)	607,312.00	398,731.98	(34.3)	
TOTAL FUND EXPENSES	48,614.75	0.00	100.0	583,377.00	0.00	100.0	
SURPLUS (DEFICIT)	1,994.58	206.60	(89.6)	23,935.00	398,731.98	1565.8	

CITY OF STURGEON BAY  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #3 DISTRICT  
 FOR 3 PERIODS ENDING MARCH 31, 2016

DEPARTMENT DESCRIPTION	MARCH		FISCAL YEAR	FISCAL YEAR-TO-DATE	
	BUDGET	ACTUAL		ACTUAL	ACTUAL
					% VARI-ANCE
REVENUES					
TID #3 DISTRICT	22,129.14	3,242.85	265,550.00	35,630.78	(86.5)
TOTAL REVENUES	22,129.14	3,242.85	265,550.00	35,630.78	(86.5)
EXPENSES					
TID #3 DISTRICT	19,402.39	28,631.25	232,829.00	28,631.25	87.7
TOTAL EXPENSES	19,402.39	28,631.25	232,829.00	28,631.25	87.7
TOTAL FUND REVENUES	22,129.14	3,242.85	265,550.00	35,630.78	(86.5)
TOTAL FUND EXPENSES	19,402.39	28,631.25	232,829.00	28,631.25	87.7
SURPLUS (DEFICIT)	2,726.75	(25,388.40)	32,721.00	6,999.53	(78.6)

CITY OF SPUERGEON BAY  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #4 DISTRICT  
 FOR 3 PERIODS ENDING MARCH 31, 2016

DEPARTMENT DESCRIPTION	MARCH		%	FISCAL		%
	BUDGET	ACTUAL		YEAR BUDGET	YEAR-TO-DATE ACTUAL	
REVENUES						
TID #4 DISTRICT	147,543.32	12,620.07	(91.4)	1,770,520.00	17,002.47	(99.0)
TOTAL REVENUES	147,543.32	12,620.07	(91.4)	1,770,520.00	17,002.47	(99.0)
EXPENSES						
TID #4 DISTRICT	0.00	0.00	0.0	0.00	3,152.00	100.0
TID #4 DISTRICT	309,034.64	34,898.20	88.7	3,708,416.00	115,855.80	96.8
TOTAL EXPENSES	309,034.64	34,898.20	88.7	3,708,416.00	119,007.80	96.7
TOTAL FUND REVENUES	147,543.32	12,620.07	(91.4)	1,770,520.00	17,002.47	(99.0)
TOTAL FUND EXPENSES	309,034.64	34,898.20	88.7	3,708,416.00	119,007.80	96.7
SURPLUS (DEFICIT)	(161,491.32)	(22,278.13)	(86.2)	(1,937,896.00)	(102,005.33)	(94.7)

CITY OF STURGEON BAY  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: REVOLVING LOAN FUND (STATE) 2016  
 FOR 3 PERIODS ENDING MARCH 31,

DEPARTMENT DESCRIPTION	MARCH		VARI- ANCE	FISCAL		FISCAL		VARI- ANCE
	BUDGET	ACTUAL		YEAR BUDGET	YEAR-TO-DATE ACTUAL			
REVENUES								
REVOLVING LOAN FUND (STATE)	1,189.56	744.19	(37.4)	14,275.00	3,184.31	(77.6)		
TOTAL REVENUES	1,189.56	744.19	(37.4)	14,275.00	3,184.31	(77.6)		
EXPENSES								
REVOLVING LOAN FUND (STATE)	983.32	0.00	100.0	11,800.00	0.00	100.0		
TOTAL EXPENSES	983.32	0.00	100.0	11,800.00	0.00	100.0		
TOTAL FUND REVENUES	1,189.56	744.19	(37.4)	14,275.00	3,184.31	(77.6)		
TOTAL FUND EXPENSES	983.32	0.00	100.0	11,800.00	0.00	100.0		
SURPLUS (DEFICIT)	206.24	744.19	260.8	2,475.00	3,184.31	28.6		

CITY OF STURGEON BAY  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: SOLID WASTE ENTERPRISE  
 FOR 3 PERIODS ENDING MARCH 31, 2016

DEPARTMENT DESCRIPTION	MARCH		%	MARCH		%	FISCAL		%
	BUDGET	ACTUAL		ACTUAL	BUDGET		YEAR-TO-DATE	ACTUAL	
REVENUES									
SOLID WASTE ENTERPRISE FUND	41,470.82	39,720.92	(4.2)	497,650.00	116,300.15	(76.6)			
TOTAL REVENUES	41,470.82	39,720.92	(4.2)	497,650.00	116,300.15	(76.6)			
EXPENSES									
SOLID WASTE ENTERPRISE FUND	42,796.56	85,680.98	(100.2)	513,560.00	110,196.83	78.5			
TOTAL EXPENSES	42,796.56	85,680.98	(100.2)	513,560.00	110,196.83	78.5			
TOTAL FUND REVENUES	41,470.82	39,720.92	(4.2)	497,650.00	116,300.15	(76.6)			
TOTAL FUND EXPENSES	42,796.56	85,680.98	(100.2)	513,560.00	110,196.83	78.5			
SURPLUS (DEFICIT)	(1,325.74)	(45,960.06)	3366.7	(15,910.00)	6,103.32	(138.3)			

DATE: 05/11/2016  
 TIME: 11:46:45  
 ID: GL480000.WOM

CITY OF STURGEON BAY  
 SUMMARIZED REVENUE & EXPENSE REPORT

DEPARTMENT DESCRIPTION	MUNICIPAL REPORT TOTALS		FOR 3 PERIODS ENDING		MARCH 31, 2016		FISCAL YEAR		FISCAL YEAR-TO-DATE	
	MARCH BUDGET	MARCH ACTUAL	VAR-ANCE	%	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VAR-ANCE	%		
TOTAL MUNICIPAL REVENUES	1,522,154.11	185,134.64	(87.8)		18,265,855.00	6,571,658.96	(64.0)			
TOTAL MUNICIPAL EXPENSES	1,781,928.24	1,566,433.54	12.0		21,383,167.00	2,992,642.95	86.0			
SURPLUS (DEFICIT)	(259,774.13)	(1,381,298.90)	431.7		(3,117,312.00)	3,579,016.01	(214.8)			

**BEVERAGE OPERATOR LICENSES**

1. Ash, Cathy A.
2. Blaschuk, Ashley A.
3. Cornette, Scarlet L.
4. Hensley, Jane L.
5. Hoffman, Jennifer L.
6. Horne, Melanie M.
7. Judson, Janice M.
8. Krueger, Judith A.
9. Lackie, Brian D.
10. Lackie, Donna S.
11. Larsen, Benjamin H.
12. Lemieux, Natasha M.
13. Leist, Tami R.
14. Nessinger, Joni L.
15. Pierce, Cameron J.
16. Robinson, Tracy A.
17. Rodriguez, Dagoberto
18. Rodriguez, Laura S.
19. Rutten, Stephen R.
20. Schroeder, Lynn M.
21. Stich, Dalton W.
22. Surfus, Patrick J.
23. Wendt, Kenneth C.

6e.

6e.

**TEMPORARY CLASS B BEER LICENSE:**

Sturgeon Bay Jaycees  
Agent: Jamie Kerscher  
340 North Jaycee Court  
Sturgeon Bay, WI 54235  
Location: 747 North 3<sup>rd</sup> Avenue – Fine Art Fair  
Date: May 28-29, 2016

6f.

6f.

**TEMPORARY CLASS B BEER & TEMPORARY CLASS B WINE LICENSE:**

Side Pork Fest  
Agent: Carl Waterstreet  
1573 Delsart Road  
Sturgeon Bay, WI 54235  
Location: Martin Park  
Date: June 10 – 12, 2016

CITY OF STURGEON BAY

STREET CLOSURE APPLICATION

Name of Applicant:

Boys & Girls Club of Door County

Name of Event:

Dedication of David Hatch Center

Contact Phone #:

920-818-1046

Date(s) of Event:

Thurs. June 9th

Time:

6<sup>00</sup> - 8<sup>00</sup> pm

Estimated # of Attendees:

75

Specific Location:

55 South Third Ave + one-half block of Nebraska St. between 2nd and 3rd Avenues

- Attach map of requested street closure area including barricades location, tent/booth location, or any street obstruction. The map must be in final form.
- Attach Certificate of Insurance with the City listed as ADDITIONAL INSURED. Limits as follows: Commercial General Liability - \$1,000,000 each occurrence limit; Fire Damage Limit - \$50,000 any one fire; Medical Expense Limit - \$5,000 any one person; and Workers Compensation - As required by the State of Wisconsin.
- Temporary Beer and/or Wine license has been applied for, approximately four weeks prior to the event date, by a qualified organization and fee paid. (If applicable.)
- Hold Harmless Agreement has been signed of Officer(s) of Event/Organization.
- Agreement for Reimbursement of Expenses has been signed by Officer(s) of Event/Organization.
- If tents larger than 20 x 20 are used, must agree to contact the Fire Department for inspection, prior to event.

What arrangements are made for clean up?

It will be done by Club staff

Other comments or explanation:

No tent, no alcohol

Signature of Responsible Party:

Address:

55 S. 3rd Ave / PO Box 519, Sturgeon Bay

Date Submitted:

(Street Closure applications may not be submitted/approved more than 90 days in advance of event date.)

Approval:

Fire Chief:

[Signature]

Date:

05-03-2016

Police Chief:

[Signature]

Date:

04-29-16

Comm. Dev:

[Signature]

Date:

5/2/16

Streets/Parks:

[Signature]

Date:

5/3/16

City Clerk:

[Signature]

Date:

5/5/16

Finance Dir:

[Signature]

Date:

5/2/16

City Engineer:

[Signature]

Date:

5-2-16

City Admin:

[Signature]

Date:

5/4/16

Common Council Approval Date:

Copy of Approved Street Closure Application sent to EMS Director.

# Request to Close 1/2 block of Nebraska St. - 2 hours



Imagery ©2016 Google, Map data ©2016 Google 50 ft

Google Maps

Boys & Girls Club of Door County  
 55 S. Third Ave, Sturgeon Bay  
 Dedication & Sign Lighting for David Hatch Center  
 Thursday, June 9, 6:00 - 8:00 pm

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

**TO THE HONORABLE MAYOR AND COMMON COUNCIL:**

We, the Personnel Committee, hereby recommend to update the Personnel Handbook to include defining part-time employees that work over 29 hours on a regular, permanent basis in regards to prorated benefits.

Respectfully submitted,

PERSONNEL COMMITTEE  
By: Ronald A. Vandertie, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 4, 2016

\* \* \* \* \*

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

## EXECUTIVE SUMMARY

**TITLE:** Personnel Handbook updates.

**BACKGROUND:** The Personnel Handbook does not currently address employees that are part-time employees that work over 29 on a regular, permanent basis in regard to prorated benefits.

The highlighted updates in the Handbook note benefits on a prorated basis according to the average number of hours worked per week.

**FISCAL IMPACT:** Varies depending on the number of hours worked over 29 hours by employees.

**OPTIONS:**

- 1) Recommend to the Common Council the changes/updates to the Personnel Handbook.
- 2) Do not accept changes to the Personnel Handbook.

**PREPARED BY:** Stephanie L. Reinhardt  
Stephanie L. Reinhardt, City Clerk

**REVIWED BY:** Josh VanLieshout  
Josh VanLieshout, City Administrator

**DATE:** 4/26/16

# **City of Sturgeon Bay**

## **Personnel Policies & Employee Handbook**

Revised:

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# INTRODUCTION

## WELCOME

This employee Handbook sets forth employment policy guidelines, rules of conduct and guidance regarding general expectations of professional behavior and conduct which employees are expected to follow. This Personnel Policies and Employee Handbook informs employees about what the employer may generally expect from the employees so as to guide employees in his/her professional duties and in fulfilling his/her responsibilities as public servants. None of the statements or policies outlined in this Handbook is meant to create any contract of employment, nor do they imply that the employer is guaranteeing employment for any person or changing the "at-will" employment relationship in any manner. This means that employment is not for any definite period of time. Termination of employment may occur at any time, with or without notice, and with or without cause, at the option of the City of Sturgeon Bay or the employee except as stated in Wisconsin State Statutes 62.13 for Police and Fire. This Handbook is not, nor is it intended to be, construed as an employment contract or to guarantee any rights to employees.

Final interpretation and implementation of any of the policies or rules in this Handbook are vested solely with the City of Sturgeon Bay through the City Administrator. The Policies are subject to change at any time by the employer, without notice to employees, and will be reviewed and revised periodically.

The contents of this Handbook are not to be used as a substitute for any controlling ordinance, resolution, regulation, state or federal statute, code or regulation, common law or other legally binding authority and which are updated from time to time and are controlling.

## COMPLIANCE WITH POLICIES, RULES AND EXPECTATIONS OF CONDUCT

The City of Sturgeon Bay has established these policies and rules of conduct in furtherance of the effective operation of the City of Sturgeon Bay and to provide high quality service to all City of Sturgeon Bay residents, those persons interacting with the City of Sturgeon Bay, and visitors. The City of Sturgeon Bay expects all employees to demonstrate professional, competent and reasonable behavior, and to continually serve, both on-duty and off-duty, as positive examples of the high-quality personnel affiliated with this organization and consistent with the high expectations of the public.

Compliance with the policies, rules and general expectations of conduct is of paramount importance in order to fulfill these objectives and for the employee to have a successful career at the City of Sturgeon Bay. Failure to comply with these policies, rules and general expectations of conduct can undermine these objectives, and the trust and confidence that the public, businesses and employees of the City of Sturgeon Bay must have in that employee. The City of Sturgeon Bay treats all violations of policy, the rules and general expectations of conduct very seriously. Violations of these policies, the rules, and general expectations of conduct can subject an employee to discipline, up to and including discharge.

## **CHAIN OF COMMAND**

Operation of any government agency depends on an effective chain of command. The ultimate decision concerning policy at the City of Sturgeon Bay resides by law with the City of Sturgeon Bay Common Council; under the leadership of the Mayor and City Administrator. The City Administrator, as the chief administrative officer of the City of Sturgeon Bay, is the primary professional advisor to the City of Sturgeon Bay and head of the management team. Department Supervisors are also members of the management team.

The City Administrator is responsible for the development, supervision, and operation of the City of Sturgeon Bay and its personnel and facilities. Employees have the obligation to further enhance the perception of the City of Sturgeon Bay through the chain of command. The City Administrator is given the latitude to determine the best method of implementing the policy decisions of the City of Sturgeon Bay.

All staff members and supervisors shall be responsible to the City of Sturgeon Bay and the Common Council through the City of Sturgeon Bay City Administrator. Each shall refer matters requiring administrative attention to his or her supervisor, who shall refer such matters to the next higher authority, when necessary, and through the City Administrator to the City of Sturgeon Bay Mayor. Each employee is to keep the person that the employee reports to informed of the employee's activities by whatever means the supervisor deems appropriate. If an employee has any questions, opinions or suggestions about the information contained in this Manual or about any other aspect of his or her job, then those questions, opinions or suggestions must be directed through the chain of command.

## **OPEN DOOR POLICY**

Communication is a joint responsibility shared by the City of Sturgeon Bay and the employee. If the employee has any questions about the information contained in this handbook or about any other aspect of his/her job, management welcomes those questions. Opinions, suggestions and questions are important to management. Employees should feel free to talk to any member of management about issues at work, which are of concern. The City of Sturgeon Bay will attempt to provide the employee with honest, straightforward responses to the employee's questions and comments.

Generally, if an employee is having a problem with an individual, the City of Sturgeon Bay encourages the employee to approach that person first and attempt to resolve the conflict. If that does not resolve the problem, the employee should go to his/her immediate supervisor next. In some cases, the employee and the employee's supervisor may decide to refer the problem to another manager. The City of Sturgeon Bay encourages the employee to talk with managers to prevent a small conflict from growing into a larger one. If an employee feels harassed by another person based on one's protected status, then the employee is directed to follow the harassment reporting policy in this Manual.

# EMPLOYMENT POLICIES

## DRUG FREE WORKPLACE

The City prohibits use, manufacture, distribution, possession or dispensing of any illegal drugs or controlled substances, except medication taken as prescribed, by any employee while at work, on City property, in City vehicles, or while off the premises performing work for the City. Employees are prohibited from reporting for work while under the influence of a controlled substance, except non-impairing medication taken as prescribed or illegal drug. When random or mandatory drug testing is required by law, such testing shall be conducted in accordance with imposed requirements. Any such testing shall be conducted by trained medical personnel at the City's expense with the results of such test, or tests, to be disclosed to and used by the City.

If the City has any reason to suspect that an employee is violating this policy, the employee may be asked to immediately submit to a search of his or her vehicle, desk, brief case, purse, wallet, packages, personal possessions, or other items on the premises which he or she has access to, or where circumstances require, to a search of his or her person by supervisor or manager of the same sex. Disciplinary action or termination will result if an employee is found in violation of this policy.

## CITY OF STURGEON BAY DRUG & ALCOHOL POLICY

### Purpose

The City of Sturgeon Bay recognizes that the use and/or abuse of illegal drugs and/or alcohol, as well as the abuse of prescribed medications, can have a significant impact on the workplace in terms of safety, worker's compensation claims, sick pay benefits, absenteeism and productivity. The City also recognizes the legal duty to provide a safe workplace. Moreover, the City is concerned about the health and well-being of those employees who use and/or abuse drugs and/or alcohol.

### Policy Statement

It is the City's policy that employee use, manufacture, distribution, possession or sale of illegal drugs at any time, and on the job use of or impairment by drugs and/or alcohol is prohibited. The City will subject its employees to drug and/or alcohol testing as set forth in this policy.

This policy supplements the Manuals of Rules for the City of Sturgeon Bay Fire and Police Departments. This policy also supplements the City's already existing D.O.T. drug and alcohol testing policy covering employees who are regularly or occasionally operating a commercial motor vehicle (including mechanics and supervisors required to have a CDL) as defined by D.O.T. regulations and will apply to situations not covered under that policy. For employees covered under the Manuals of Rules for the Sturgeon Bay Police and Fire Departments or the D.O.T. drug and alcohol testing policy, in the event a more restrictive provision applies under the already existing policies, the more restrictive provision will apply.

## Types of Testing

1. Pre-employment Testing - Every applicant for employment, whether full time, part time, or seasonal, will be required to undergo and pass a drug test before he/she may commence employment at the City of Sturgeon Bay. Each job applicant will be advised that a drug test will be required as a part of a pre-placement examination and that any job offer is contingent upon, among other things, successful passage of that test.
2. Reasonable Suspicion Testing - If at any time, the City determines, there is reasonable suspicion that an employee is under the influence of drugs and/or alcohol, the employee will be required to submit to a drug and/or alcohol test. Reasonable suspicion will be determined by two supervisors, if available. However, one supervisor may determine whether there is reasonable suspicion if no other supervisor is immediately available or the supervisor determines circumstances dictate the determination by one supervisor. Reasonable suspicion will be based upon observable actions, alone or in conjunction with other factors including, but not by way of limitation: (1) dangerous or accident-prone conduct; (2) decreased job performance which is unexplained; (3) unexplained increased absenteeism; (4) complaints from co-employees and other problems with interpersonal relations; (5) drug-related signs such as paraphernalia; (6) reduced short-term memory; (7) physical symptoms such as bloodshot eyes; (8) dilated pupils, stuffy or runny nose; (9) anxiety; and/or (10) inability to concentrate.
3. Post-Accident Testing: If an employee is involved in an accident and it appears the employee is at fault or the accident cannot be explained to the satisfaction of City representatives, or in the case of an employee operating a City vehicle in which the employee is involved in an accident for which the employee is issued a citation for a moving violation, the employee shall be required to submit to a drug and/or alcohol test. This section shall apply to both the injured employee and any other employee whose actions may have contributed to the occurrence of the accident.
4. Random Testing - Pursuant to the Omnibus Transportation Employee Testing Act of 1991, all employees required to hold commercial driver's licenses (CDLs) shall be required to participate in random drug and alcohol testing. Testing shall be conducted in accordance with City policy.

## Disciplinary Procedures

Any employee who tests positive for any illegal drugs or controlled substances, except medication taken as prescribed, will be subject to discipline up to and including discharge. No employee who tests positive for any illegal drugs or controlled substances, except medication taken as prescribed, will be allowed to work until that individual has successfully completed assessment and/or treatment as described below and has been certified by a qualified physician as free from the use of drugs or in the case of a positive test for prescribed drugs, that there is no impairment. In the event of a reasonable suspicion test for alcohol, an employee will be subject to discipline up to and including discharge as the result of a positive test for alcohol which reveals a blood/alcohol content of .04 or greater. Where more restrictive standards are already

established under the Manuals of Rules for the City of Sturgeon Bay Fire and Police Departments or the City's D.O.T. Drug and Alcohol Testing Policy, these standards will apply for purposes of discipline.

#### Employee Consent to Testing

Each employee/applicant directed for testing will be required to complete and sign a form by which he/she consents to and authorizes testing and disclosure of test results to the City. If the employee refuses to complete and sign the consent/authorization form, or the chain of custody form at the collection site or if the employee refuses to provide the specimen for testing, such refusal will constitute grounds for termination. Providing an adulterated sample will result in immediate termination.

#### Supervisor's Role/Responsibilities

1. The Supervisor or supervisor representative is to transport the employee to the collection site for drug and/or alcohol testing immediately, but no later than eight (8) hours for an alcohol test or twenty-four (24) hours for a drug test, or having determined that there is reasonable suspicion to believe that the employee is using or is under the influence of alcohol or drugs. If the alcohol test is conducted more than two (2) hours, but less than eight (8) hours after the Supervisor makes such reasonable suspicion determination, the Supervisor will complete a report explaining the reason for the delay in conducting the drug or alcohol test. The Supervisor or supervisor representative is to wait at the clinic with the employee until the breath test has been completed or the urine sample or hair follicle sample has been taken. If the alcohol test is not conducted within eight (8) hours after the supervisor makes such reasonable suspicion determination, or if the drug test is not conducted within twenty-four (24) hours after such determination, the supervisor will complete a report explaining the reasons why the test was not conducted. Except for DOT random testing, the supervisor or supervisor representative shall transport the employee to the testing facility for all tests and back to the employment site. For a positive DOT random test, supervisor or supervisor representative shall transport employee from testing facility back to employment site.
2. Once the alcohol testing has been completed and a positive confirmatory test result has been received, the employee will not be permitted to drive his/her own vehicle home at that time. The employee must make alternative transportation arrangements in order to leave the employment site.
3. The employee is to be advised not to report for work as she/he will be placed on administrative leave without pay. If the blood alcohol, urine test, and/or hair follicle test has been administered, the City, or MRO if applicable, will contact the employee once the test results are known (this normally takes 24- 48 hours) and a decision has been made as to the employee's status.
4. The results of the drug or alcohol testing will be sent directly to the Personnel Department. When the results are obtained, the employee's supervisor and department

head will meet with Personnel Director to determine the appropriate course of action to be taken. This is a confidential process. Test results will be held strictly confidential and are not to be discussed or shared with anyone who does not need to know. Likewise, a supervisor must not discuss the suspected reason for a referral or discipline action with anyone who does not need to know.

5. Once the test has been completed and the employee has been sent home, the supervisor must submit a written report to the Personnel Director outlining, in detail, the event and the behavior observed that led the supervisor to believe the employee was under the influence of alcohol and/or drugs. This report must be done within 24 hours of the testing. This information will assist the Department in assessing the appropriate discipline to be considered.

#### Collection of Specimens

Specimens to be tested will be urine and/or hair follicles in the case of a drug test and breath or saliva in the case of a test for alcohol where there is reasonable suspicion of alcohol use or impairment on the job.

The City of Sturgeon Bay respects its applicants and employees and therefore subscribes to the collection protocol set forth by the Department of Health and Human Services (hereafter called DHHS) which protects the privacy and confidentiality of the donor. This protocol allows for the submission of the specimen under closely structured conditions but behind either a closed door or a privacy partition. It must be understood, however, that under circumstances established by DHHS the donor may be asked to provide a fresh specimen in the presence of a witness of the collector has reason to believe; (1) that the specimen is not that of the donor; (2) that the specimen has been adulterated or altered; (3) that the collection is part of a post-treatment monitoring program; or (4) that the donor has been known or suspected of adulterating previous specimen(s). All specimens are collected and processed by social security number and accession number for complete confidentiality.

#### Custody and Control Form

All specimens will be processed and monitored by way of an approved Custody and Control Form which is used to track the specimen from point of submission to point of destruction. Employees will be required to sign the chain of custody form. Failure to do so will result in the need for a retest. However, an employee who refuses to sign after being requested to do so will be subject to discipline up to and including discharge.

#### Laboratory Aspects of Drug Testing

In order to assure our applicants and employees the greatest accuracy and confidentiality, all drug testing is to be conducted by a laboratory certified by DHHS and will be conducted in two parts: (1) screening for five classes of drugs by EMIT testing procedures - amphetamines, benzoylecognine (cocaine metabolite), opiates, PCP, THC (marijuana metabolites); and (2) confirmation by GC/MS. However, the City reserves the right to perform tests for other illegal substances as well. No specimen will be considered "positive" (positive is defined as the presence of one or more controlled substances at or above levels determined by DHHS) until it has been confirmed at the cut-off levels established by DHHS. In the event that no such levels

have been established for that drug, City will rely on the laboratory and its consultants to establish a "forensically accepted level."

#### Reporting Results

All positive drug test results will be first reported to the Medical Review Officer (MRO). If the specimen is positive, the MRO will attempt to contact the employee at the daytime number provided at the time of urine and/or follicle specimen submission for the purpose of discussing the test results. Should the MRO fail to make contact on that attempt, he/she may contact the City to ask for assistance in reaching the employee. If the MRO does not make contact within an additional maximum of five days or if the result appears to create immediate safety concerns, the MRO may disclose the results to City prior to speaking with the employee. City reserves the right to immediately remove that employee from active duty until such time as the MRO is able to make contact and provide a final result. If, when the MRO reaches the employee, the employee is able to provide substantiation of legitimate use, the positive result will be reported to City as "negative" (negative is defined as the absence of a controlled substance at or above the levels of detection determined by DHHS). If no legitimate reason for the positive result is found, that positive result will be provided to City.

#### Prescription Medications

Nothing in this policy prohibits the appropriate use of prescription medication legally prescribed by a licensed physician. However, it is the employee's duty to discuss any effects which that medication may have on ability to safely perform his/her job and to inform City of any adverse effects. Failure to do so may result in discipline up to and including discharge.

#### Training

The City will provide training for all employees and supervisory personnel consisting of at least the following elements:

1. The effects and consequences of controlled substance use on personal health, safety and the work environment.
2. The manifestation and behavioral changes that may indicate controlled use or abuse; and
3. Documentation of training given to employees and City supervisory personnel.

#### Employee Assistance and Rehabilitation

The City has a primary interest in the safety, health and well-being of its employees as well as the public and support those who make a commitment to resolving their substance abuse problems. In the event of a positive test, the City, may offer the employee an opportunity to enter a treatment program in lieu of termination. If the City determines that a treatment option will be offered, the City will provide a list of acceptable resources available to the employee for assessment and/or treatment. Although such assessment and/or treatment is conducted at the sole expense of the employee or his/her insurance carrier, the City requires that certified professional actively involved in the substance abuse field be utilized.

The City may at its discretion reinstate an individual after completing a City approved rehabilitation program. Prior to entering rehabilitation, the employee will be required to sign a form consenting to the release by the treatment center of information regarding the progress and results of rehabilitation. Failure to sign this consent form will result in City's inability to assess the employee's rehabilitation and the employee will remain unqualified until a professional in substance abuse treatment certifies the employee's rehabilitation. Should the resource selected by the employee not meet this criteria, City may request a second evaluation by an acceptable treatment professional at City's expense. This evaluation will be conclusive evidence of the employee's rehabilitation or failure to rehabilitate. If rehabilitation will require time away from the job, that time will be unpaid unless the employee has accrued benefits for vacation, sick leave or other earned time which may be applied in lieu of unpaid leave. The employee's position of seniority will be maintained for a thirty day period. The employee may be permitted to return to work if/when he/she is able to demonstrate the successful completion of such assessment and/or any recommended treatment.

An employee who is allowed and selects rehabilitation will comply with all requirements of that program to completion. Failure to do so or failure to make every effort at rehabilitation will constitute grounds for termination. Upon return, City will maintain contact with the treatment professional to assure the ongoing compliance with recommended treatment. Further, as a condition of return, the employee will be required to submit, on demand, urine, and/or hair follicle specimens for analysis for a period of up to sixty months. The number and frequency of such specimens is determined by City at its sole discretion. A positive test during or following the monitoring period will result in immediate termination without further consideration of future employment. City may, at its sole discretion, elect to offer special consideration to any individual who comes forth voluntarily as opposed to those who are detected through the regular testing process. Reinstatement after a positive test, if permitted at all, will be permitted only one time. Reinstatement, if permitted will be conditioned upon the individual signing an agreement acknowledging that he/she will be terminated upon a subsequent violation of this policy.

#### Confidentiality

Results of all drug/alcohol tests will be kept separate from personnel files and treated as confidential information and access to such results shall be limited. Results will not be communicated to others outside of the employee's direct supervisory chain except where necessary in connection with any rehabilitation or use of the Employee Assistance Program in relation to the drug/alcohol test.

#### Conclusion

The City is committed to the health, productivity and stability of the City, its employees and the safety of the general public. It is with a sense of sincere concern that this program is implemented. The City is firmly committed to the fair and equal treatment of all employees under this policy and expects that all employees will participate fully, willingly and with the knowledge that a safe, healthful and productive work environment is to the benefit of all.

## CONFLICTS OF INTEREST

No employee shall engage in any business transaction with the employer, or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his or her official duties or will tend to impair his or her independence, judgment or action in the performance of his or her official duties. Any employee who has a financial interest, including employment, in any business entity entering into, proposing to enter into or bidding on any transaction with the employer, or as part of his or her official duties will be making an official decision or recommendation significantly affecting a business competitor, client or regular customer, shall disclose such interest to the City of Sturgeon Bay.

No employee, including persons or firms engaged to provide professional services to the employer, shall represent, for compensation, private interests before the employer without disclosure of the private business relationship and explicit consent of the employer. No employee shall disclose or use confidential information of the employer to advance the financial or other private interest of the employee or others.

No employee shall accept anything of value whether in the form of a gift, service loan or promise from any person, who, to the employee's knowledge, has a direct financial interest in any transaction or official business with the employer, which may tend to impair his independence of judgment or action in the performance of his official duties.

## EMPLOYMENT CLASSIFICATION

Based on the needs of the employer, employees are classified within the following categories:

- Exempt and Non-Exempt Employees
- Regular Full-Time Employees
- ~~Regular~~ Part-Time Employees
- Permanent Part-Time Employees
- Seasonal or Temporary Employees (includes CSO's)
- Paid On-Call Firefighters
- Contractors

Exempt employees are defined as salaried professional, managerial, or supervisory personnel. Non-exempt employees are defined as hourly support staff.

A regular full-time employee is an employee who works a regular schedule and is expected to normally work forty or more hours per workweek. Exempt employees are generally classified as regular full-time employees. A regular full-time employee may be exempt or non-exempt. Only Regular full-time employees receive benefits of the employer unless specifically identified in the employer's policies or as required by law.

A ~~regular~~ part-time employee is an employee who works a regular schedule and is expected to normally work 29 hours or less per week. ~~less than 30 hours per week.~~ A regular part-time employee may be exempt or non-exempt. A ~~regular~~ part-time employee does not receive benefits of the employer unless specifically identified in the employer's policies or as required by law.

A permanent part-time employee is an employee who works a regular schedule and is expected to normally work more than 29 hours per week. A permanent part-time employee may be exempt or non-exempt. A permanent part-time employee receives benefits from the employer as defined in the employer's policies or as required by law.

A temporary or seasonal employee is hired for a specified project or time frame and may work an irregular schedule or a regular schedule. A temporary or seasonal employee may be exempt or non-exempt. Temporary or seasonal employees do not receive any additional compensation or benefits provided by the employer unless required by law.

A contractor is retained on a per project basis with a defined scope at the project outset. A contractor may perform services on a regular or an irregular schedule. Contractors do not receive any additional compensation or benefits provided by the employer.

A paid on call firefighter is an employee without a set work schedule. Said employee may be scheduled for night duties and training and called in for emergencies. Paid on call firefighters receive no benefits except for LOSA (if eligible,) attendance bonus (if applicable,) and clothing allowance.

### **EQUAL EMPLOYMENT OPPORTUNITY**

The City of Sturgeon Bay is an equal employment opportunity employer. Employment decisions are based on merit and business needs. The City of Sturgeon Bay carefully selects employees. The City of Sturgeon Bay employs people who are concerned with the success of the City of Sturgeon Bay; people who care first about the highest quality public service and the interests of the public; people who can carry on his/her work with skill and ability; and people who can work well with our team.

It is the City of Sturgeon Bay's policy to seek and employ the best quality and qualified personnel in all positions, to provide equal opportunity for advancement to all employees, including upgrading, promotion and training, and to administer these activities in a manner which will not discriminate against or give preference to any person because of race, color, religion, age, sex, national origin, handicap, genetic information, ancestry, sexual orientation, marital status, arrest or conviction record, or any other basis protected by state or federal law. All employees are required to provide proof of identity and authorization to work in the United States. It is the policy of the City of Sturgeon Bay to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA) and other laws. The City of Sturgeon Bay will make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on the City of Sturgeon Bay.

The City of Sturgeon Bay is further committed to providing a work environment in which employees are treated with courtesy, respect and dignity. As part of this commitment, the City of Sturgeon Bay will not tolerate any form of harassment, verbal or physical, with regard to an individual's race, sex, national origin or any other protected characteristics. Therefore, all employees are encouraged to bring any concern or complaints in this regard to the attention of

management through the chain of command or through the reporting procedures in specific policies. All complaints of sexual harassment, or harassment of any kind, will be investigated promptly and, where necessary, immediate and appropriate action will be taken to stop and remedy any such conduct.

All employees share in the responsibility for assuring that the policies are effective and apply uniformly to everyone. Any employees, including managers, involved in discriminatory practices will be subject to corrective actions up to and including termination.

Equal employment opportunity notices are posted near employee gathering places as required by law. These notices summarize the rights of employees to equal opportunity in employment and list the names and addresses of the various government agencies that may be contacted in the event that any person believes he or she has been discriminated against.

### **HIRING, PROMOTIONS, TRANSFERS AND ASSIGNMENTS**

The City of Sturgeon Bay seeks to hire the best-quality and qualified candidates who fit the needs and culture of the City of Sturgeon Bay. The City of Sturgeon Bay may use hiring, interview and screening processes to design and fulfill this objective.

When in the interests of the employer, the employer may attempt to fill a job vacancy by promotion from within the organization. The employer may consider both internal and external applicants.

From time to time and in the interests of the employer, the employer may transfer employees from assignment to assignment, position to position or department to department. Employees may request to be transferred from one position or department to another. Such a request may be given consideration when a suitable opportunity exists and such request can be fulfilled in the interests of the employer. Requests for transfer by an employee must be in writing, must include a resume of qualifications from the employee and the reasons for the transfer, and must be directed to the supervisor in charge of the department to which they wish to transfer, with notice to his/her current supervisor of the request.

Appointment of personnel by the City of Sturgeon Bay to a higher classification on a temporary basis in order to fill a vacancy is considered an "acting appointment." An employee holding an acting appointment may receive a temporary pay increase if authorized by the employer.

Depending on the nature of the position and the applicants applying for the position, the employer may conduct varying levels of background screening to determine whether candidates for employment, promotion, assignment or transfer are suitable for the position they desire to obtain. Information that may be obtained or requested includes information relating to references, past employment, work habits, education, judgments, liens, criminal background and offenses, character, general reputation and driving records. The employer may also obtain information from a consumer reporting agency. Before denying an extension, assignment, promotion, or other benefit of employment, based in whole or in part, on information obtained in the credit report, the employer will provide a copy of the report and a description in writing of the applicant's rights under the Fair Credit Reporting Act.

Employees or applicants seeking employment, transfer, promotion, or assignment will be required to sign a document that constitutes the employee's full waiver, release and indemnification of any liability related to the background investigation. Employees or applicants who refuse to sign the waiver, release, and indemnification form will not be considered for employment, transfer, promotion, or assignment.

### **LAYOFF, REDUCTION-IN-FORCE AND RECALL**

When deemed necessary or appropriate by the City of Sturgeon Bay, employees may be laid off temporarily or reduced in hours. Employees will be selected for layoff/reduction based on the needs and best interest of the City of Sturgeon Bay, as determined by the City of Sturgeon Bay. Employees have no recall rights, but in the event of a recall, employees will be recalled based on the needs and best interest of the City of Sturgeon Bay.

### **NEPOTISM**

No member of the immediate family shall supervise another member of the same family unless specifically authorized by the City of Sturgeon Bay Common Council. This may be allowed without the approval of the Common Council if the position is only short term or temporary. Immediate family members shall include spouses, parents, grandparents, children, siblings, (natural or other) stepparents, stepchildren, and in-law's.

### **PERSONNEL FILE ACCESS**

Each employee has a personnel file. Information retained in the personnel file includes personal information such as forms for federal and state taxes, enrollment forms for benefits, address changes, and specific work-related information such as application for employment, resume, performance evaluations, salary adjustments, job changes, and other designated records. An employee may request an opportunity to review the records in his or her personnel file that the employee has a lawful right to review by submitting a written request to Human Resources. Requests for inspection will be scheduled at a mutually convenient time and within the timeframes required by law. Employee files contain records maintained by the City of Sturgeon Bay's Custodian of Records. Personnel files may not be taken outside of the custody of the Custodian. Access to employment records is limited to the employee, supervisor, City Administrator and Human Resources Director.

The employer will use employee medical information only in a manner that is lawful, job-related, and consistent with business necessity. Employee medical information will be maintained in separate medical files, and will be treated confidentially to the extent required by law. Normally, medical information may be disclosed to someone other than the employee in the following circumstances:

- Supervisors and managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations;
- First aid and safety personnel may be informed, when appropriate, if the employee's medical condition might require emergency treatment; and.

Employees should refer all requests for personnel information concerning applicants, employees, and past employees to Human Resources. Employees are not permitted to provide references on behalf of the City of Sturgeon Bay. Pursuant to requests for references, the employer may choose to release only limited general information such as the position held and dates of employment. The City of Sturgeon Bay may require the individual involved to provide a written consent, release and indemnity agreement before the employer will release additional information unless there are circumstances warranting otherwise.

It is important that each employee's personal information and decisions regarding benefit selection be accurate at all times. It is each employee's responsibility to notify the City of Sturgeon Bay within 48 hours of any changes to the employee's personnel file or personal contact information or family information used for insurance and tax purposes. In order to avoid issues relating to benefit eligibility, having W-2s returned or any other issue, employees must promptly notify, in writing, Human Resources of any change in personal information including name change, address, telephone number, marital status (for benefits and withholding purposes), names, addresses and phone numbers of the employee's spouse and dependents (for benefits purposes), beneficiary designations, and emergency contact information.

### **PROHIBITED HARASSMENT**

A fundamental policy of the City of Sturgeon Bay is that the workplace is for performing high quality work and to serve the interests of the City of Sturgeon Bay and the public. Employees must provide a workplace free from tensions involving matters that do not relate to the employer's business and where employees behave courteously and professionally at all times. In particular, an atmosphere of tension created by conduct not related to work—including animosity caused by ethnic, racial, sexual, or religious remarks, unwelcome sexual advances, requests for sexual favors, or similar discriminatory conduct—does not belong in the workplace.

Harassment of employees or applicants for employment is prohibited. "Harassment" is defined as persistently bothering, disturbing, or tormenting another person based on a variety of protected statuses, such as race, color, religion, sex, national origin, disability, marital status, genetic information, or sexual orientation. The employer prohibits all forms of harassment, discrimination or retaliation based on protected status, including, but not limited to:

- Verbal harassment, such as making derogatory statements, epithets, or slurs to or about another person or group;
- Visual harassment, such as displaying offensive posters, cartoons, or drawings; and
- Physical harassment, such as threatening, assaulting, or physically interfering with another person or making other inappropriate or unwelcome physical contact.

#### **Sexual Harassment**

"Sexual harassment" is defined as unwelcome conduct of a sexual nature, including unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, and other verbal, visual, or physical conduct of a sexual nature when:

- Submission to such conduct is explicitly or implicitly made a term or condition of employment;
- Submission or refusal to submit to such conduct is used as the basis for a tangible employment action; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or work environment.

An employee cannot be forced to submit to sexual harassment as a basis for any employment decision. In addition, the employer will attempt to prevent and promptly eliminate any conduct that creates an intimidating, hostile, or offensive work environment for our employees.

### **Examples of Prohibited Conduct**

The following conduct will be considered to be sexual harassment or another form of unlawful harassment or inappropriate behavior in our workplace or in connection with work-related activities:

- Sexually suggestive or off-color comments or jokes;
- Sexual flirtation, innuendo, advances, propositions, or other sexual activities;
- Unprofessional touching, such as massages, embracing, or inappropriately putting an arm around another employee;
- Repeated and unwelcome invitations for social interactions outside of the workplace;
- Sexual or racial slurs, derogatory remarks, or offensive gestures;
- Displaying or distributing sexually explicit or otherwise off-color materials, including books, magazines, articles, pictures, greeting cards, photographs, drawings, cartoons, and e-mail messages; and
- Including or excluding any individual from workplace activities, assignments, or responsibilities based on his/her refusal to participate in or tolerate sexual or other forms of harassment or based on other factors not related to job performance or legitimate business reasons.

This list is not intended to be exhaustive. Any particular conduct described above may also be inappropriate outside the workplace if the conduct may adversely affect the work environment. Similarly, a consensual relationship does not justify inappropriate displays of affection or other sexual statements or activities during working hours or at work-related functions. Any questions about whether particular conduct is prohibited under this policy should be discussed with the employee's supervisor or City Administrator.

### **Reporting Harassment, Discrimination or Retaliation or other Inappropriate Conduct**

If an employee believes that any sort of sexual or other unlawful harassment, discrimination or retaliation or other inappropriate conduct is interfering with his or her work or the work of others or is creating an intimidating, hostile, or offensive work environment, then the employer requires the employee to notify his or her supervisor. If an employee feels uncomfortable bringing the matter to his or her supervisor or if the employee believes his or her supervisor or member of a governmental body is participating in conduct that violates this Policy, then the employee must

notify the City Administrator or Mayor. The employee may be asked to sign a written complaint or other summary of the information reported.

### **Investigation and Follow-up**

Complaints of harassment, discrimination or retaliation will be promptly and thoroughly investigated and the complaining employee will be advised of the results of the investigation. The employer understands that these matters are sensitive and will therefore attempt to keep all employee complaints and communications, such as interviews and witness statements, in confidence to the extent practicable.

The employer will take appropriate disciplinary action, up to and including discharge, against any employee who engages in sexual or other harassment, discrimination or retaliation or who otherwise violates this policy. Further, the employer will correct any adverse employment action the employee or another employee experienced due to conduct forbidden by this policy and other corrective action designed to end the harassment, discrimination or retaliation.

If an individual involved in harassing or inappropriate conduct is not employed by the employer, then the individual will be informed of this policy and appropriate action will be taken. In all cases, the employer will make follow-up inquiries to make sure the harassment, discrimination or retaliation has stopped.

### **Retaliation Forbidden**

The employer will not tolerate retaliation against any employee who complains of sexual or other unlawful harassment, discrimination or retaliation or who provides information in connection with any such complaint of sexual or unlawful harassment, discrimination or retaliation. If an employee believes that he or she has been retaliated against for bringing a complaint or providing information related to a complaint, the employer requires the employee to use the reporting procedure described in this policy.

### **Employee Responsibilities**

Employees are responsible for:

- Behaving courteously and professionally toward fellow employees and the public;
- Reading this policy and understanding fully its requirements;
- Refraining from conduct forbidden by this policy;
- Reporting promptly any incidents of sexual or other harassment, discrimination or retaliation or other inappropriate behavior; and
- Cooperating in any investigation conducted under this policy by providing accurate and complete information about any incidents with which the employee is familiar.

## SECONDARY EMPLOYMENT

Employment with the City of Sturgeon Bay by regular part-time and regular full-time employees should be considered the employee's primary employment. Secondary employment with other entities must not conflict, with the duties of the employee. The City of Sturgeon Bay has prior call upon the services of its employees regardless of any conflict with secondary employment. An employee who engages in secondary employment must clearly define himself or herself as an employee of the secondary employer and not act or treat himself or herself as an employee or agent of the City of Sturgeon Bay. Employees must still comply with all policies, rules and general expectations of conduct when engaging in off-duty behavior regardless of such secondary employment. The City of Sturgeon Bay may terminate the employment of an employee whose secondary employment may interfere with the performance of his or her work, where a conflict, where the interests of the City of Sturgeon Bay are impacted as a result of the secondary employment, or where such employment or conduct negatively affects the image of the City of Sturgeon Bay or employees.

## TRAINING

The City of Sturgeon Bay encourages the professional development of employees that supports that employee and the employer and serves to enrich the professional development of other employees. Attendance at training schools or programs, job-related conferences, workshops, seminars and credit courses required by the City of Sturgeon Bay shall be with pay and registration fees will be paid. Employees are responsible for maintaining required and necessary certification statuses and seeking appropriate recertification when necessary. All requests for reimbursement for certification and recertification and any applicable trainings and courses must be presented to the immediate supervisor for approval prior to signing up for the required certification or recertification program.

### UNDERGRADUATE & GRADUATE EDUCATION TUITION ASSISTANCE:

#### ELIGIBILITY REQUIREMENTS:

1. Must be a full-time employee and have been employed by the City for at least 12 consecutive months.
2. Courses must be taken at an accredited college, university, technical or business school or institute.
3. Courses shall be specific to present position or potential development in the City, and have direct value to the position.
4. Funds shall have been budgeted separately by individual position for such purpose for the calendar year during which reimbursement will be made.
5. Tuition assistance requests shall include a copy of the program registration material and curriculum, and shall be made in writing to and approved by the employee's supervisor and City Administrator prior to the start of the courses/program. Approval shall be at the sole discretion of the City and will be based on the employee's job performance and departmental and City needs.

6. Successful completion and verification of course completion with at least a grade of "C", the equivalent numerical grade or better, or in the case of pass/fail course, achieving a passing grade.
7. Course projects/papers shall be as much as possible directly relate to and benefit City of Sturgeon Bay operations.
8. All courses and homework shall be accomplished outside of the employee's normally scheduled working hours.

**REIMBURSEMENT:**

1. Requests for tuition/book reimbursement shall be submitted no later than two months after course completion and shall include copies of transcripts and receipts for tuition and books.
2. Reimbursement shall be 100% of actual cost of tuition/books for those courses directly job related; and 50% of courses which may improve an employee's overall performance, prepare them for future assignments/advancement or further their working careers in general.
3. The maximum amount of tuition/book reimbursement an employee may receive shall not exceed \$2,000 in any one calendar year.
4. The City will not pay service fees if an employee pays by installment plan or uses a credit card.
5. No duplicate payments for the same course will be made if reimbursement from any other source is received.

**REQUIRED EMPLOYMENT PERIODS FOR UNDERGRADUATE/GRADUATE EDUCATION ASSISTANCE:**

Any employee who has received reimbursement for tuition and books for undergraduate or graduate courses is expected to remain in the City's service for at least two years after completion of undergraduate college level courses and four years for graduate level courses. If an employee leaves the City's service voluntarily prior to the completion of the two or four years, the employee shall reimburse the City at the following rate:

<u>Repayment Amount</u>	<u>Undergraduate</u>	<u>Graduate</u>
100%	0-6 months	0-1 year
66%	7-12 months	1-2 years
33%	13-18 months	2-3 years
16%	19-24 months	3-4 years

# ATTENDANCE POLICIES, HOURS OF WORK

## ATTENDANCE AND TARDINESS

The City of Sturgeon Bay places great emphasis on good attendance. Absence or tardiness places an extra burden on co-workers and undermines the efficient operation of the City of Sturgeon Bay. Regular attendance is expected of every employee. It is each employee's responsibility to be on the job, on time each day, and fully able and ready to work. Although there are justifiable reasons to take time off from work, each employee's employment assumes his or her availability for work. All employees are expected to arrive at work on time, return from scheduled rest breaks and lunch breaks on time and to be available at the will of the Common Council and supervisors as the workload dictates. Hourly employees must not report in more than 15 minutes before the start of his/her shift unless such time has been previously authorized by a supervisor.

An employee who anticipates being absent or tardy must call in to report the absence or tardiness as soon as possible before his/her shift. Absenteeism or tardiness may lead to discipline, including discharge and may also be taken into consideration when employee is reviewed for wage changes or promotion. Unexcused absences from work for three (3) consecutive scheduled work days without calling in or notifying the employer will be considered to be a voluntary resignation unless extenuating circumstances are found to have existed. The City Administrator or the City of Sturgeon Bay Common Council may authorize such absence by subsequent grant of leave with or without pay.

Administrative/exempt employees include the City Administrator, Fire Chief, Assistant Fire Chief, City Clerk/Human Resources Director, City Engineer, Community Development Director, Engineering Technician, Finance Director/City Treasurer, Municipal Services Director, Public Works Crew Supervisor, Police Chief, Police Captain, Police Lieutenant, and Police Department Office Manager. As exempt employees it is expected that these positions be available at the will of the Common Council and management as the work load dictates. It shall be the general policy of the City that employees in these positions will work an average of a minimum of 40 hours per week during the course of the year. Employees in these positions are also expected to frequently work additional hours beyond the normal 40 hour work week as the work load dictates. As such, it is recognized that at times employees in these positions may work less than 40 hours during some weeks, excluding the use of vacation, sick leave, personal leave, or bereavement leave. These hours shall be considered administrative leave. Administrative leave may only be used with the prior approval of the supervisor. Administrative leave should not be approved or used during periods where an employee's absence will impact service delivery, organizational management, or the city's ability to meet established deadlines or organizational goals. Use of administrative leave on an hour for hour basis for time worked in excess of the normal 40 hour work week shall not be permitted under this policy.

## **HOURS OF WORK**

Work schedules for employees vary throughout the organization and are at management's discretion. The normal work week shall be forty (40) hours. The pay period begins on Sunday and ends on Saturday. Sunday work hours will be paid at time and one-half for regular full-time employees. Overtime must be authorized by the Department Head.

## **BREAK AND MEAL PERIODS**

Breaks will be provided in accordance with Federal and State law. In addition, an unpaid meal period will also be provided daily. The unpaid meal period shall include personal clean-up time. If the employee wishes to have his/her meal at a location other than the work site, he/she must travel to that location during the unpaid meal period. Use of city vehicles by non-exempt employees for travel to break or meal periods is prohibited unless approved by his/her supervisor. All employees are expected to adhere strictly to the length of time designated for breaks and meal periods.

## **SEVERE WEATHER**

The City of Sturgeon Bay is always open during normal business hours, regardless of weather conditions. Weather conditions may prevent employees from getting to work or cause them to arrive late. Employees are expected to make every reasonable effort to report to work during inclement weather. When severe weather conditions exist, it will be the responsibility of each employee to contact the City of Sturgeon Bay before the start of his or her shift if he or she is unable to report to work on time. Work time missed due to inclement weather is without regular pay and employees must use vacation or other earned benefits to account for missed work time. Nevertheless, in the event of severe weather or other exigent circumstance, as determined by the employer, the City of Sturgeon Bay's need for the employee's attendance to perform his or her duties will prevail.

## **TIME SHEET REGULATIONS**

Each employee is required to complete a weekly time sheet in accordance with approved format and record the hours worked, vacation time, sick leave, personal holidays, family leave, and other leave. Each employee should record his or her time sheet only. Each time sheet shall be forwarded to the employee's direct supervisor for approval by 10:00 a.m. every Monday. It is the supervisor's responsibility to complete and sign the timesheet in the case an employee is on sick or vacation leave for an extended period of time. Errors must be immediately reported. Employees should never assume a supervisor or payroll clerk would notice or edit any time discrepancy, as this is the employee's responsibility.

# **PAY AND PERFORMANCE REVIEW POLICIES**

## **COMPENSATION**

Salary and wage rates are established by the Common Council after recommendation from the Personnel Committee. Recommendations will be based upon employee evaluation and recommendation to the Personnel Committee by the City Administrator and Department Heads.

## **SCHEDULED TIME**

If employee is notified by 8 pm on the day prior, of the need to work the following day, this will be paid as straight time. Schedule time will be paid as straight time unless 40 hours have been worked, at which time hours will be paid at time and one half.

## **CALL OUTS**

Full-time employees, who are called to work, other than the scheduled starting time, are entitled to at least two (2) hours pay at applicable overtime rates if the hours are not contiguous with the scheduled work day. The payment is a minimum payment regardless of time worked less the two (2) hours, unless the call out occurs one-half hour or less before the scheduled work-day. Call outs occurring during this time will be paid at the appropriate rate for the actual time worked. Time will start when the employee arrives at his/her assigned place of work for all call out work until the employee leaves his/her assigned place of work for the call out work.

## **OVERTIME**

All regular full-time, non-exempt employees will be paid on a time and one-half basis for work performed in excess of forty (40) hours per week. A paid holiday falling within a normal week shall be considered as eight (8) hours of work performed for the purpose of computing overtime pay during such week. Prior authorization must be obtained from the employee's supervisor before working overtime. Sick time and vacation time taken during the pay period shall not be counted in the overtime calculation. Employees who are compensated on an hourly basis are eligible to earn compensatory time in lieu of payment for all hours worked in excess of 40 hours per week at the rate of time and one half for overtime, up to a maximum of 40 hours. Compensatory time accumulation and leave use must be approved by the supervisor. Employees shall be paid at current rate of pay for any compensatory time accumulated but not used by the end of the calendar year. The final compensatory time payout will be the last pay period in December.

## **PAY PERIODS**

All employees are paid weekly by direct deposit into the employee's checking or savings account. Direct deposits are prepared and deposited on the Friday of each week for the preceding pay period. If a payday falls on a holiday, the payday shall be the day prior to the holiday. The City of Sturgeon Bay strives to fairly and accurately compensate its employees. If an employee feels an error has been made on his/her compensation, the employee must contact

Payroll within two days of the issuance of the pay. Payroll will promptly review the employees concern and will respond to the inquiry within five (5) business days.

A. Savings/checking withholdings.

1. Three withholding/deposit transactions per paycheck may be made to a single bank, savings & loan, credit union or a combination thereof but in no event shall the number of depositories exceed three institutions - no charge.
2. Each employee may submit one "withholding/deposit request" per six month period - no charge.
3. Deposits may only be made to savings accounts, checking accounts or the approved deferred compensation company as outlined below.

B. Additional voluntary withholdings/deposits.

1. Withholdings/deposits made to the approved deferred compensation plan are allowable and are in addition to those withholding/deposits described above - no charge.
2. No voluntary withholding/deposits to other than banks, savings & loans, credit unions or deferred compensation plan allowed.

C. Miscellaneous.

1. Withholdings will be sent to the appropriate savings institution in advance of the normal pay date for deposit on Friday.
2. A good faith effort will be made by the Office of the Finance Director/City Treasurer to see that deposits are made on a timely basis, however, the City shall not be held responsible for delays in deposits because of lost, stolen or misdirected mail or for other reasons beyond its control.
3. The Finance Director/City Treasurer may make administrative changes to this policy that are not inconsistent with the intent of the policy in order to keep current with changing technology and conditions. All employees shall be notified in writing of such changes, and a list of such changes shall be kept in the office of the Finance Director/City Treasurer

## **PERFORMANCE REVIEWS**

The City of Sturgeon Bay expects all employees to perform his/her job duties at a high quality level. As the City of Sturgeon Bay has limited resources available, it must only employ individuals who are committed to and capable of providing high quality services. Therefore, apathy, an inability to work as a member of a team, attitudinal issues, and marginal or unacceptable work performance are inconsistent with the interests and expectations of the City of Sturgeon Bay and the public.

Periodic evaluations are an opportunity to let each employee know how he or she is performing, how performance may be improved and to receive input from the employee concerning training, supervision or any job difficulties that may be occurring. The employer will evaluate employee performance. Some of the job factors that are reviewed include: accuracy, quality of work, quantity of work, dependability, adaptability, job knowledge, organization, judgment, initiative, cooperation, ability to get along with others, public service mindset, attitude and attendance. It is the employee's responsibility to meet or surpass the expectations that have been set. The practices for departments or positions for the evaluation process may vary. Salary and wage rates are established by the Common Council through recommendation from the Personnel Committee. Recommendations will be based on employee evaluation and recommendation to the City Administrator by the Supervisors. Management may develop and modify, from time to time, a compensation framework that provides assistance in developing pay rates. If employees are represented by a union, base rates are subject to collective bargaining.

## **SALARY ADVANCES**

Salary advances are prohibited.

# BENEFIT POLICIES

## VACATIONS

Except as otherwise approved by the Common Council, regular full-time employees shall earn annual vacations with pay in the following manner:

- Five (5) days (40 hours) upon hire;
- Ten (10) days (80 hours) after two (2) years of continuous service;
- Fifteen (15) days (120 hours) after eight (8) years of continuous service;
- Twenty (20) days (160 hours) after fifteen (15) years of continuous service;
- Twenty-five (25) days (200 hours) after twenty-five (25) years of continuous service;

Regular Part-time employees and permanent part-time employees shall earn annual vacations with pay on a prorated basis according to the average number of hours worked per week.

Paid on call firefighters receive unpaid vacation as stated in the Fire Department policy.

Supervisors shall review and approve all vacation requests, dependent on the operating and support needs of the City of Sturgeon Bay during that period. Vacation shall be taken in four hour increments unless otherwise approved by the supervisor. Vacation not taken during the anniversary year will be lost unless other arrangements have been approved by their supervisor.

- A. Continuous Service: The continuous service of an employee, eligible for a vacation, shall not be considered interrupted if he or she:
  - 1. Was on an approved leave of absence;
  - 2. Was absent on military leave;
  - 3. Was absent due to injury or illness.
- B. Computing Years of Service: In determining the number of full years of service completed, credit shall be given for the time of continuous employment by the City of Sturgeon Bay in a regular full-time or regular part-time position.

Only the most recent period of continuous service may be counted in determining an employee's length of service for computing benefits herein.
- C. Eligibility: All regular full-time and regular part-time employees are eligible for vacation benefits as set forth above. Vacation eligibility will be on the anniversary date for all employees.
- D. Termination Credit: If an employee, with more than one year's continuous service, terminates his or her employment for any reason during the year, he or she shall receive pro-rated accrued but unused vacation pay calculated from the anniversary date of his or her employment to the termination date during that year, in addition to any accumulated vacation due to the employee for prior credits.

- E. When Vacation May be Taken: In determining vacation schedules, supervisors shall consider the wishes of the eligible employee insofar as the needs of the City of Sturgeon Bay will permit.
- F. Vacation Holidays: In the event a holiday falls on a regular work day within the week or weeks taken as vacation, such holiday shall not be charged as vacation.
- G. Official Record of Vacation: Employees shall record vacation time used on weekly time sheets signed by the direct supervisor. A permanent vacation record shall be maintained by Human Resources for each employee.

### SICK LEAVE

Regular full-time employees shall accrue sick leave at the rate of eight (8) hours for each calendar month of service.

1. One Hundred (100) Day Base Account: Sick leave allowance shall be accumulated in the employee's base sick leave account until a maximum of one hundred (100) days has accrued.
2. Accrual Required Before Use: Sick leave shall not be used until it has been accrued.
3. Eligibility for Sick Leave: Each permanent employee who has earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to illness, bodily injury, and exposure to contagious disease or attendance upon members of his or her immediate family. Employer shall have the right to require that the employee make other arrangements such as family or medical leave within three (3) days' time for the attendance upon members of his or her immediate family. Immediate family for sick leave purposes is defined as an employee's parents, parents-in-law, spouse, and children.
4. Sick Leave on Holidays: In the event that a holiday falls on a regular work day within the week or weeks taken as sick leave, such holiday shall not be charged as sick leave.
5. Upon Retirement, Disability or Death: Unused sick leave credits shall be paid out upon qualified retirement, disability or death at the regular hourly rate for the accrued and unused sick leave. Qualified retirement means the employee is entitled to retirement benefits as defined by the Wisconsin Retirement Fund at the time of separation of employment. In the event there are no dependents or spouse, the credits will be forfeited to the employer.
6. Official Record of Sick Leave: Employees shall record sick time used on weekly time sheets signed by the direct supervisor. A permanent sick leave record shall be maintained by Human Resources for each employee.
7. Certification of Illness: Sick days accrue for the benefit of the employee's use in times of

illness for themselves or immediate family members. Employer may require, at its discretion, a doctor's excuse for any time taken as sick leave so as to avoid abuse of this benefit. Employees found to be abusing sick leave privileges will be disciplined and may be discharged.

~~Regular~~ Part-time employees and permanent part-time employees shall accrue annual sick time with pay on a prorated basis according to the average number of hours worked per week.

### **WELLNESS BENEFIT**

Employees who do not use any sick leave in the first six (6) months of a calendar year shall receive a wellness benefit consisting of one day off with pay. Said benefit must be used during the following six months. Employees who do not use any sick leave in the second six (6) months of a calendar year shall receive a wellness benefit consisting of one day off with pay. Said benefit must be used during the following six months.

### **SICK/VACATION/FLOATING HOLIDAY/COMPENSATORY LEAVE DONATION**

The purpose of this policy to provide a qualified full-time administrative employee, who has a non-occupational extended illness or other medical condition and has exhausted all accumulated sick time, compensatory time, floating holidays, and vacation time, a means of assistance through the contributions of sick time, compensatory time, floating holidays, and vacation from fellow administrative employees. Donation of time may be made under the following conditions:

- A. An employee shall not become eligible to receive a time donation until the employee:
  1. Has been employed full-time by the City of Sturgeon Bay for a period of not less than one year.
  2. Has exhausted all accumulated sick, compensatory, floating holiday, and vacation time or other such paid time as the employee may possess and is eligible for leave under the Family and Medical Leave Act. The period in which the employee may receive donated leave is the period of Family and Medical qualified leave which would otherwise be unpaid.
  3. Has applied for and received approval for leave under the Family and Medical Leave Policy for a non-occupational serious health condition of themselves. Donated leave may not be used for care of spouse or dependents or following a birth or adoption of a child.
  4. Has provided medical certification of a serious health condition requiring the employee to be off work for 30 days or more.

5. Has submitted a written request to the City Administrator to solicit donations from eligible administrative employees. Employees will be permitted to request donation of leave only one time during any 12 month calendar period. After verification that the employee meets the qualifications to receive donated leave, the City Administrator will make other employees aware of the request. No information regarding the employee's medical condition will be divulged without the employee's consent.

An administrative employee may donate up to a maximum of 15% of accumulated sick, compensatory, floating holiday, and vacation time each year to eligible employees. Leave may be donated in the following amounts: Sick leave - hourly increments, vacations - ½ or full day increments, compensatory time - hourly increments, floating holidays - ½ or full day increments. Donation of sick leave will not affect donor wellness day status. All donations of eligible leave shall be voluntary. No employee may intimidate, threaten, or coerce any other employee with respect to donating or receiving leave.

- B. Any leave donation shall be made in writing, signed by the grantee and department head, and approved by the City Administrator. After approval, the City Administrator will authorize the Payroll Clerk to transfer the donated leave from the donating employee's account to the requesting employee's account. The recipient shall be notified of the amount of time donation, but not the name(s) of the grantor(s).
- C. The aggregate amount of leave that may be donated to one employee shall not exceed 12 weeks during any 12 month calendar period.
- D. The donated leave shall be credited to the recipient at the recipient's rate of pay regardless of the donor's rate of pay.
- E. Donated leave will be subject to all tax liability associated with regular pay and shall be the responsibility of the recipient.
- F. The recipient, while using donated leave, will continue to accrue sick and vacation leave, and other relevant employee benefits.
- G. The recipient, while using donated leave, will continue to receive health insurance benefits.
- H. If the recipient returns to part-time duty, the recipient may continue to use the donated leave until returning to full-time duty. If the recipient returns to regular full-time duty prior to exhausting the donated leave, the recipient shall be allowed to retain up to 8 hours of donated leave. Any balance exceeding 8 hours will be returned to donor employees on a pro-rated basis.

- I. This policy is not intended to replace any provision of the Family Medical Leave Law.

### HOLIDAYS

All regular full-time employees shall be granted eight (8) paid holidays each year. They are as follows:

Full Days:	New Year's Day	Thanksgiving Day
	Friday before Easter	Christmas Eve Day
	Memorial Day	Christmas Day
	Fourth of July	
	Labor Day	

When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday, and when a holiday falls on Sunday, the following Monday shall be observed as the holiday. When Christmas Day falls on Saturday, the preceding Thursday shall be observed as the Christmas Eve holiday. When Christmas Day falls on a Sunday or Monday, the preceding Friday shall be observed as the Christmas Eve holiday. This schedule may be revised at management's discretion.

All regular full-time employees are granted two (2) floating holidays. The floating holidays may be taken at any time, within the year starting in January and used by December 31 with the approval of supervisor. The floating holidays will be scheduled in the same manner as vacation. Regular part-time employees shall earn a personal day with pay on a prorated basis according to the average number of hours worked per week.

In order to qualify for holiday pay, the individual must work his or her immediate preceding and succeeding regular workday, unless the employee is on scheduled vacation, sick leave, or other paid leave. If the employee calls in sick the day preceding and/or succeeding a holiday and it is not scheduled, the employee may be required to turn in a doctor excuse to employer in order to qualify for holiday pay.

Regular Part-time employee and permanent part-time employees shall earn holidays with pay on a prorated basis according to the average number of hours worked per week.

### LONGEVITY PAY

In recognition of length of service, each regular full-time employee shall receive, after three (3) years of continuous service, \$1.25 per month of continuous service. This additional compensation shall be paid on the first regular pay day in December of each calendar year based on each month of immediately consecutive past employment with the City of Sturgeon Bay, including the month of December in which payment is made.

The anniversary date of employment shall be the determining date in calculating the benefit. The fifteenth (15th) day of each month shall be the last date for qualifying for that month as a benefit month. Anyone hired on or before the fifteenth (15th) day of a month shall qualify as to that

month; anyone hired after the fifteenth (15th) day of a month shall have no eligibility for that month.

Once eligible, this benefit is retroactive to the first (1st) month of employment as determined above.

Except for retirement, employees who terminate his/her employment with the City of Sturgeon Bay or who are terminated are not eligible to receive pro-ration of this benefit upon termination. When a person who has earned credits under this benefit retires, such accrued benefit shall be paid to such employee or the employee's representative as soon as practical. Computation of benefit shall be determined by the fifteenth (15th) day of each month criteria as set forth herein (i.e.) if retirement occurs on or before the fifteenth (15th) day of a month, there shall be no credit for said month; but if retirement occurs on or after the fifteenth (15th) day of a month, then that month's credit is deemed earned. Retirement longevity payment shall be prorated from the last annual payment to the date of retirement.

### **HEALTH, DENTAL & LIFE INSURANCE**

The City of Sturgeon Bay currently makes available to regular full-time employees and his/her immediate dependents medical, dental, and life insurance on a voluntary participation basis. Employees desiring to participate in medical, dental, and life insurance coverage made available by the City of Sturgeon Bay must notify Human Resources of his/her desire to enroll at the time of his/her employment.

The City of Sturgeon Bay currently makes available to permanent part-time employees and his/her immediate dependents medical and dental insurance on a voluntary participation basis and on a prorated basis according to the average number of hours worked per week.

The current benefits provided and the schedule of deductible limits is contained in the current Health & Dental Plan Documents and should be reviewed by the employee on a regular basis. The insurance plans sponsored by the City of Sturgeon Bay are subject to change at any point in time.

Non-enrollment: The City of Sturgeon Bay shall pay \$300.00 per month to each employee who is not enrolled in the medical insurance program.

Term Life Insurance: The City of Sturgeon Bay shall provide term life insurance to all regular full-time employees, part-time and permanent part-time employees who work 1,200 or more on an annual basis in an amount equal to the employee's prior year's reportable earnings.

### **WISCONSIN RETIREMENT SYSTEM**

The City of Sturgeon Bay shall pay the employer's portion of the retirement contribution in accordance with State statutes.

## **SECTION 457 DEFERRED COMPENSATION PROGRAM**

The City of Sturgeon Bay offers a voluntary supplemental retirement savings program for all regular full-time, part-time and permanent part-time employees.

Employees must notify Human Resources if they wish to participate

## **WORKER'S COMPENSATION**

Worker's compensation is a form of accident and disability insurance to protect the employee in the event of a job-related injury or illness. Income contribution and medical benefits are provided. Premiums for this insurance are solely paid for by the City of Sturgeon Bay. The City of Sturgeon Bay provides Worker's Compensation coverage to all employees as legally required by State statutes. The weekly compensation paid to the employee during the period of work related injury shall be limited to the specific amount of compensation provided by the City of Sturgeon Bay's Workers Compensation carrier. Payment will be made directly to the employee by the City of Sturgeon Bay's Workers Compensation carrier. The City of Sturgeon Bay will not make any additional contribution to that compensation provided by the Workers Compensation carrier.

Upon returning to work after a work-related injury, an employee may be required to provide certification from his or her treating physician verifying that the employee is able to safely and adequately perform his or her regular job functions. All forms are to be turned in to Human Resources.

## **EMPLOYEE FAMILY ASSISTANCE PROGRAM**

The Employee Family Assistance Program is a service of Counseling Associates of Door County provided to employees of the City of Sturgeon Bay. The Employee Family Assistance Program is a service designed to encourage City employees and their immediate family members to take initiative for their own health and wellness through early identification of problems. Some of the personal concerns for which assistance is available include:

- Family problems
- Marital conflict
- Alcoholism/other drug dependency
- Financial problems
- Legal problems
- Grief (loss of a loved one)
- Eating disorders

Employees are encouraged to review support materials provided each employee for referral information and how to take full advantage of this professional employee assistance program.

## LEAVE OF ABSENCE

Any employee, who wishes to absent himself or herself from his or her employment for any reason other than sick leave, family or medical leave, bereavement leave, military leave, or other reason specifically provided for, must make application for a leave of absence from the city. Employer shall determine whether to grant the absence and the length of the absence. No leave shall be granted for the purpose of seeking other employment.

Health insurance is available during this leave at the employee's expense. All other benefits and accruals shall be discontinued during leaves longer than thirty (30) days. In a leave less than thirty (30) days, vacation accrual, length of service, and time towards performance evaluations may accrue without interruption at the employer's discretion. Also, health and other insurance benefits may continue without interruption at the employer's discretion.

In a leave longer than thirty (30) days, vacation, length of service and time towards performance evaluations will not accrue during the leave, but shall begin accruing again when the employee returns from leave, without loss of previous accrual (unless vacation and sick time have been used to supplement the leave.)

Health and other insurance benefits will be reinstated after the leave, but will be subject to the regular waiting periods for new enrollment if the employee chose not to continue coverage during the leave.

## TEMPORARY ASSIGNMENT OF ALTERNATIVE PRODUCTIVE WORK

### PURPOSE:

The City of Sturgeon Bay desires that employees, unable to perform the essential functions of their regular job because of an injury or illness that prevents their return to regular assigned duty, where possible, be temporarily assigned alternative productive work projects subject to necessary medical certification. The City of Sturgeon Bay does not assign employees to non-productive work projects just to keep an employee busy since it is believed that such an assignment would take away from employee dignity. It does however, desire to obtain the benefits of a temporary assignment of alternative productive work which maintains a level of activity which is productive and serves a therapeutic purpose which quickens the employee's return to regular assignment.

### PROCEDURE:

1. An employee injured or suffering an illness, at or away from work, will provide to their supervisor as soon as possible, written certification of any restrictions imposed upon them by a medical provider. This will include the projected duration of the restriction(s).
2. The department management will evaluate the restriction(s) and determine if temporary assignment of alternative productive work is available. Department management may recommend assignment of the restricted employee to such available

work projects for the hours that such work is available. Temporary assignment of alternative productive work projects may include assignment outside the employee's normal department based upon work availability.

3. It is expressly understood that:

a. Temporary assignment of alternative productive work does not create a regular employment opportunity, and is in fact made as a temporary assignment only which will terminate at the conclusion of a temporary project which will not generally exceed 60 days. The specific end date of the assignment will be communicated clearly in writing to the employee upon temporary assignment of an alternative productive work project. Vacation and paid holidays may be excluded in calculating the sixty (60) calendar days period. In the event an employee's medical provider certifies the projected duration of the employee's restriction will extend beyond sixty (60) calendar days, and temporary assignment of alternative productive work continues to be available, upon written recommendation of an employee's supervisor the City Administrator's office may authorize extension of alternative productive work up to a maximum of thirty (30) calendar days. Approval from the Personnel Committee is required for extensions beyond ninety (90) days.

b. Unused accrued vacation may be used in lieu of a temporary assignment to alternative productive work.

c. The amount of temporary assignment of alternative productive work projects available in any department/division will be determined by the department/division head based on the number of employees assigned such duty status.

d. Temporary assignment of alternative productive work is separate and distinct from the duties of the Employee's regular job. However, the employee may be assigned to perform those duties of the regular job that the employee may perform without restriction or limitation.

e. An employee who meets the requirement to receive a workers' compensation entitlement and who is certified as able to return to a temporary assignment of alternative productive work, may decline such assignment, if it is offered. As a result the employee may lose workers' compensation payments, but is entitled to remain on unpaid FMLA leave until the FMLA leave entitlement is exhausted.

f. Temporary assignment of alternative productive work may be considered only when an employee is certified as unable to perform the essential functions of their regular job.

g. An employee's regular work schedule may change during the temporary assignment of alternative productive work projects to accommodate the City's needs.

4. The City Administrator's office will be contacted immediately by a supervisor prior to their making a recommendation of assignment of a restricted employee to temporary assignment of alternative productive work status. The recommendation will be reviewed and approved by the City Administrator's office for compliance with FMLA, ADA, Wisconsin Fair Employment Act, Workers Compensation and this policy.

5. All temporary assignment of alternative productive work will be reviewed each thirty (30) calendar day period by the respective supervisor/department head and the City Administrator's office.

**SPECIAL NOTE:**

This policy/procedure does not in any way constitute an employment contract and the City of Sturgeon Bay reserves the right to amend this policy at any time subject only to the approval by the Common Council.

**FAMILY AND MEDICAL LEAVE**

The following information concerns the employee's rights and responsibilities under the Wisconsin and Federal Family and Medical Leave Acts (FMLA) and explains the consequences of the employee's failure to meet these obligations. Please read the information carefully

Leave Entitlement: Under the Wisconsin FMLA, an employee who has been employed at least 52 consecutive weeks and worked for at least 1,000 hours during the preceding fifty-two (52) week period, is a "qualifying employee" for leave. Such qualifying employee is potentially entitled, within one calendar year, to six weeks of family leave for the birth or adoption of a child, two weeks of medical leave for the employee's own serious health condition and two weeks for family leave to care for a parent, child, spouse, domestic partner, parent-in-law, or domestic partner's parent who has a serious health condition.

Under the federal FMLA, an employee who has been employed at least 12 months and who has worked for at least 1,250 hours during the 12-month period immediately preceding the commencement of leave is a "qualifying employee" for leave. Such qualifying employee is potentially entitled, within the employer-designated twelve month period, to twelve (12) weeks of unpaid leave for a qualifying condition including the birth, adoption or placement of a child for foster care, leave for employee's own serious health condition, or leave to care for a parent, spouse, or child who has a serious health condition. The City of Sturgeon Bay has designated the following twelve-month period for its federal FMLA leave year: a "rolling" 12-month period measured backward from the date of any FMLA leave usage. The actual amount of time the employee spends on family and/or medical leave will be subtracted from his/her unpaid

Wisconsin and federal FMLA leave week's allotment described above. Federal and Wisconsin FMLA leaves run concurrently when the condition or leave qualifies under both laws.

If the employee has a spouse, son, daughter, or parent on active duty or call to active duty status associated with any deployment to a foreign country in the National Guard, Reserves or regular Armed Forces, the employee may also use his/her twelve-week leave entitlement under the federal FMLA to address certain qualifying exigencies, including, for example, attending certain military events, arranging for alternative childcare, and addressing certain financial and legal arrangements. The actual amount of time the employee spends on such exigency leave will be subtracted from his/her twelve-week entitlement of federal FMLA leave, but not his/her ten (10) weeks of Wisconsin FMLA leave.

The federal FMLA also includes a leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service member or veteran suffering from a service-related serious injury or illness provided the service took place within five (5) years prior to needing care (reduced by any other FMLA-qualifying leave taken) during any 12-month period ("caregiver leave"). A covered service member is a member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty, while on active duty, for which the service member is undergoing medical treatment, recuperation or therapy; or has aggravated a pre-existing injury or illness during active duty or is in outpatient status; or is on the temporary disability retired list.

Certification: The City of Sturgeon Bay requires that the employee submit the appropriate employer-issued certification form, completed by the appropriate individual, to confirm the need for family, medical, exigency, or caregiver leave. The certification must be provided to Human Resources within fifteen (15) calendar days of its request, or in cases of medical emergency or unforeseen circumstances, as soon as practicable under the circumstances. The certification is necessary to justify the employee's absence from work for leave. If the employee fails to provide the employer with a timely certification, leave request, or continuation of leave will be delayed or denied. The City of Sturgeon Bay may request re-certifications as provided by law.

Other Documentation: Requests for leave based on adoption or foster care will require that the employee submit a copy of court adoption papers or foster care documentation to the City of Sturgeon Bay. These documents must be given to the City of Sturgeon Bay thirty (30) calendar days before the leave begins, or when 30 day notice is not possible, as soon as practicable.

Intent to Return to Work: The employee must provide the City of Sturgeon Bay with a periodic report on his/her status and intent to return to work. Should the employee decide not to return to work at the end of his/her FMLA leave, he/she must advise the City of Sturgeon Bay immediately.

Fitness-for-Duty Certificate: If the employee is on medical leave because of his/her own serious health condition, the employee must provide the City of Sturgeon Bay with a Fitness-for-Duty Certificate before he/she can return to work. If the employee fails to provide a complete and sufficient Fitness-for-Duty Certificate from his/her health care provider, it will result in the delay, and potential denial, of the employee's return to work.

Substitution: A qualifying employee may be able to be paid any available accrued paid leave during the time of his/her FMLA leave. It is the employee's option to choose payment of his/her accrued paid leave during the period of Wisconsin FMLA leave. The employee may be required to be paid any remaining available accrued paid leave while the employee remains on federal FMLA leave. If the employee suffered a serious health condition that is work-related, the employee's federal FMLA entitlement will be counted along with the period the employee is absent from work and receiving worker's compensation benefits. The employee will not be able to be paid available employer-provided accrued paid leave during the time of a worker's compensation leave because the employee will be receiving worker's compensation benefits from the City of Sturgeon Bay's carrier.

When paid leave is used along with the employee's FMLA leave, this paid leave will not be available to the employee later. If the employee does not meet the requirements for the use of accrued paid leave under applicable the City of Sturgeon Bay policies, the employee may still be entitled to take unpaid FMLA leave. Under no circumstances will the employee be entitled to additional family and/or medical leave as a result of the substitution of paid leave.

Maintenance of Benefits and Employment Protections: During any period of Wisconsin and federal FMLA leave, the City of Sturgeon Bay must maintain the employee's health coverage under the group health plan on the same terms as if they had continued to work. Upon the employee's return from FMLA leave, the City of Sturgeon Bay must restore the employee to his/her original or equivalent position with equivalent pay, benefits, and other employment terms. The employee's use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of his/her leave.

Insurance Premium Payments: While on Wisconsin and federal FMLA leave, employees are required to make his/her share of the premium payments on his/her health insurance to maintain his/her benefits. The employee will have a minimum 30-day grace period in which to make premium payments. If payment is not timely made, the employee's group health insurance may be cancelled, provided the City of Sturgeon Bay notifies the employee in writing at least 15 days before the date that the health coverage will lapse, or, at the City of Sturgeon Bay's option, the City of Sturgeon Bay may pay the share of premiums during an FMLA leave, and recover these payments from the employee upon the employee's return to work.

Potential Liability for Health Insurance Premium Payments: If the employee does not return to work following an FMLA-qualifying leave for a reason other than: a) the continuation, recurrence, or onset of a serious health condition which would entitle the employee to FMLA leave; b) the continuation, recurrence, or offset of a covered service member's serious injury or illness which would entitle the employee to FMLA leave; or c) other circumstances beyond the employees control, the employee may be required to reimburse the City of Sturgeon Bay for his/her share of health insurance premiums payments made on the employee's behalf during his/her FMLA leave.

### **BEREAVEMENT LEAVE**

In case of death of a fellow employee, paid leave will be granted for time to attend the funeral. The time for attending the funeral shall be up to one-half (½) day. Emergency functions must continue to be carried out, and the City of Sturgeon Bay shall assign those employees necessary to perform the emergency functions.

In the event of the death of a member of an employee's immediate family, up to a three (3) day leave of absence with pay shall be granted. Immediate family is defined as grandparents, husband, wife, child(ren), stepchild(ren), (natural or other), grandchildren, mother, father, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepparents, brother, or sister in the event an employee is called upon to be pallbearer or to serve in a military funeral, up to one (1) day of leave with pay will be allowed.

In the event of the death of aunts, uncles, or first cousins of the employee or the employee's spouse, the employer will allow not more than one (1) day of sick leave to attend the funeral or events related to the funeral provided employee has banked sick days available. Time off for funerals of other relatives or friends may be charged as vacation, personal day or unpaid leave of absence. At the City of Sturgeon Bay's request, employee will provide proof of attendance at said funeral event in such form as is acceptable to the employer.

### **JURY DUTY/WITNESS SERVICE**

The City of Sturgeon Bay encourages all employees to be civic minded. Employees who receive notification to serve on a jury or are subpoenaed as a witness must notify his/her supervisor immediately. If an employee serves on a jury, the City of Sturgeon Bay will pay the difference between the employee's regular pay and jury fees. It is required that the employee present authorized evidence to Human Resources of jury attendance and sign over the jury check to the City of Sturgeon Bay. Employees must return to work on any day when jury or witness duty dismisses prior to the end of the employee's shift.

Any employee subpoenaed as a witness as a result of his or her employment for the City of Sturgeon Bay, shall be paid the difference between his or her regular rate of pay and the witness pay. It is required that employees present authorized evidence of witness attendance and amount paid. Employees subpoenaed as witnesses, must notify their supervisor immediately. Employees must return to work on any day when witness duty dismisses prior to the end of the employee's shift.

### **MILITARY LEAVE**

The City of Sturgeon Bay complies with federal and state law regarding the rights of employees who enter active duty. If an employee is called into active duty and meets all legal requirements, the City of Sturgeon Bay will allow the needed time off to fulfill this commitment as required by law.

A maximum of two (2) weeks of paid leave will be granted in any one calendar year for reservists and members of the National Guard to participate in active duty training, emergency service or specialized training if all legal requirements are met. If these activities are compensated by the federal government, the City of Sturgeon Bay will pay the difference between the employee's regular weekly (forty (40) hours) earnings and the government's compensation up to a maximum of ten (10) working days.

## **RULES AND REGULATIONS**

### **APPEARANCE/DRESS CODE**

Employees are expected to dress in a professional manner befitting his/her job with due consideration to the needs of the City of Sturgeon Bay, the perceptions of the public, vendors, and fellow employees. All employees must be well groomed. Employees who fail to dress in a professional manner will be expected to immediately change his/her appearance, and which may include returning home to change clothing or groom and which shall be without compensation.

### **BULLETIN BOARDS**

Bulletin boards are provided to inform employees of important developments from the employer that will affect the employee and his or her job. Bulletin boards are used by the employer to communicate information to employees and post notices required by law. Because work-related notices of interest and importance regarding the City of Sturgeon Bay business will be posted on the bulletin boards, the employer requests all employees to check the bulletin board at regular intervals.

### **BUSINESS EXPENSES**

The City of Sturgeon Bay will reimburse employees for reasonable, authorized business expenses incurred as part of the employee's job duties or while on assignment away from the workplace. Employees should contact the Accounting Department for guidance and assistance related to ordering items, travel arrangements, expense reporting, reimbursement, and other issues. Employees are expected to limit expenses to reasonable amounts, and the employer will only reimburse employees for up to the actual amount of expenses incurred and to the extent such expense is reasonable and authorized. Expense reports and receipts must be accurate and submitted to Accounting within ten (10) days of the date of return to work. Employees must not engage in abuse of this expense policy or falsify or materially omit information in expense reports. For further information refer to City of Sturgeon Bay Purchasing Policy.

### **COMMUNICATIONS AND CONFIDENTIALITY**

Communication is a joint responsibility shared by the City of Sturgeon Bay and all employees. No information concerning the internal operations of the City of Sturgeon Bay, including but not limited to the release of records of the City of Sturgeon Bay, may occur except through, and with the permission of, the City Administrator or his/her designee. If requests for information are

received by employees, whether on or off duty, from any person, then the employee is required to politely decline to provide such information and to direct that individual to the City Administrator for a response to that inquiry.

Because of an employee's responsibilities at the City of Sturgeon Bay, an employee may have access to confidential information of City of Sturgeon Bay customer's personnel or other sensitive information. This may include information concerning a resident's financial status, the City of Sturgeon Bay's business practices including purchasing and negotiating strategies, and employee records. This sensitive information cannot be disclosed to any personnel who do not have a legitimate business need to know such information or to persons outside of the City of Sturgeon Bay without the approval of the City Administrator. All employees are responsible for protecting the confidentiality of this information. A violation of this policy can subject an employee to discipline, including discharge.

The City Clerk for the City of Sturgeon Bay is the Custodian of Records and is responsible for the disclosure of records pursuant to requests for records under Wisconsin's Public Records Law. Unless directed by the City Clerk for the City of Sturgeon Bay employees shall not act as the City of Sturgeon Bay's Custodian of Records or disseminate information.

The City of Sturgeon Bay acknowledges the right of its employees, as citizens in a democratic society, to speak out on issues of public concern. When those issues are related to the City of Sturgeon Bay, however, the employee's expression must be balanced against the interests of the City of Sturgeon Bay. In situations in which the employee is not engaged in the performance of professional duties, the employee should state clearly that his or her expression represents personal views and not necessarily those of the City of Sturgeon Bay.

### CITY VEHICLES

Unless otherwise authorized, all employees are expected to utilize the City of Sturgeon Bay's vehicles for trips while conducting the city's affairs in accordance with the City Vehicle Guidelines & Regulations. Appropriate insurance coverage and policy limits shall be provided for all City of Sturgeon Bay vehicles. Employees involved in an accident while on assignment must promptly report the incident to his or her immediate supervisor.

It shall be the policy of the City of Sturgeon Bay to provide and/or assign vehicles to employees whose positions require routine or regular travel within or outside the City. Permanent vehicle assignments shall be based purely on necessity where the employee routinely responds to emergencies or demands outside of the normal workday. Under no circumstances shall an employee use a City of Sturgeon Bay vehicle for personal use outside of the normal workday nor shall such use be authorized. Vehicle assignments shall be authorized by the City Administrator.

Employees required to maintain a Commercial Driver's License (CDL) for his/her job must notify Human Resources of his/her license number and expiration date. In the event the employee's CDL license is suspended or revoked, the employee is required to notify the City of Sturgeon Bay before the end of the business day following the day the employee received the notice of suspension, revocation, cancellation, lost privilege or disqualification. The impact of loss of CDL endorsement for an employee required to maintain said license will be assessed by

employer on a case-by-case basis. Depending on the circumstances surrounding the loss, as well as the job duties of the employee, the loss may result in termination of employee. In all cases, the employee must obtain an occupational Class D license in a timely manner and make a good faith effort to complete the judicial process in an expedient manner.

### **EMPLOYER PROPERTY**

The City of Sturgeon Bay provides its employees, during the course of his/her employment, with access to and the use of, various property and equipment for the purpose of conducting business for the employer. Employees should have no reasonable expectation of privacy in the use of the employer's and the public's property. The City of Sturgeon Bay may access its property with or without the prior consent or knowledge of the employee to the extent permitted by law. Employer property is to be used judiciously by employees at all times and only in the manner for which the employer and public intends the property to be used.

Employees must maintain his/her work spaces in a clean, orderly and professional manner. Employees must report any suspected misuse or abuse of the City of Sturgeon Bay's property.

The City of Sturgeon Bay reserves the right to access, replace or utilize any of its property without prior permission of the employee to whom it was provided to the extent permitted by law. Circumstances warranting a need to access property in the employee's absence include, but are not limited to, the following:

- The employer has a need to search for business items or information that is needed in a timely manner.
- The employer is complying with applicable laws regarding review and disclosure of records and information.
- The employer has reasonable suspicion to believe that the employee is engaging in illegal or improper activities, in conjunction with committing a violation of policy, rules or general expectations of conduct, or in a way that may jeopardize the health and well-being of others.
- For any other lawful reason.

Under these circumstances, employees may be required, upon the request of the City of Sturgeon Bay, to submit to a search of any personal property brought onto the City of Sturgeon Bay's premises to the extent permitted by law.

### **USE OF PERSONAL PROPERTY**

Employees may wish to bring personal property to the city workplace for reasons associated with their responsibilities. This practice is authorized provided it is understood that the City of Sturgeon Bay will not be responsible for any loss, damage, or misuse of such property.

The City of Sturgeon Bay does not assume any responsibility for loss, theft or damages to personal property. The City of Sturgeon Bay is not liable for vandalism, theft or any damage to cars parked on City of Sturgeon Bay property.

### **SAFETY TOOLS AND EQUIPMENT**

All City of Sturgeon Bay equipment is required to be safe, mechanically sound and properly maintained to conform to all City, State and Federal regulations. ALL accidents must be reported. No charge will be made against an employee for damage to equipment unless as a result of willful, wanton or malicious conduct.

Protective clothing and footwear must be worn as required for select personnel. Full-time members of the Municipal Services Department shall be eligible for reimbursement up to a maximum of \$100.00 per calendar year to cover the cost of protective work boots (which meet ANSI standards as defined in the City of Sturgeon Bay Personal Protective Equipment Policy)/safety prescription glasses. Regular part-time employees of Municipal Services Department shall be eligible for reimbursement up to a maximum of \$75.00 per calendar year to cover the cost of protective work boots (which meet ANSI standards as defined in the City of Sturgeon Bay Personal Protective Equipment Policy)/safety prescription glasses. Seasonal employees of the Municipal Services Department shall be eligible for reimbursement up to a maximum of \$25.00 per calendar year to cover the cost of protective work boots (which meet ANSI standards as defined in the City of Sturgeon Bay Personal Protective Equipment Policy)/safety prescription glasses. Employees must provide receipts for reimbursement.

### **TECHNOLOGY USE**

The City of Sturgeon Bay's computers, networks, programs, communication devices and tools, other technology, and internet (collectively "technology") are intended as tools for the city to serve the public and the City of Sturgeon Bay, and are provided so employees may better perform his/her job-related responsibilities. Inappropriate use can adversely affect the City of Sturgeon Bay, interfere with the work of its employees, increase its costs, and even expose the City of Sturgeon Bay to damage, liability and security risks.

The City of Sturgeon Bay reserves its right to monitor all use by employees of technology. No employee should expect privacy or secrecy in the use of technology. Employee use implies acceptance of the City of Sturgeon Bay's monitoring and disclosure of the employee's use. Use of the City of Sturgeon Bay's property can be limited by the city at any time for any reason. the City of Sturgeon Bay may consent to the disclosure of information from use of technology or any other property, and the City of Sturgeon Bay may consent or authorize a law enforcement agency to search or review the City of Sturgeon Bay's technology, and the employer may use such information for its intentions and purposes.

No written policy can list every conceivable circumstance that relates to proper use. The City of Sturgeon Bay's employees are professionals who are expected to exercise responsible professional judgment. The City of Sturgeon Bay has complete and sole discretion to determine whether any use or access is inappropriate, even if the use is not expressly prohibited or addressed in this policy or rules. The employer may ask employees to stop any use it believes is improper. In addition, the employer may block access to any content it believes is not appropriate. Employees who do not adhere to this policy may be disciplined, which can include restriction of internet use or discipline up to and including termination.

The following activities are prohibited and may lead to discipline, up to and including discharge:

- Copying, disseminating or printing copyrighted or other protected materials, which can include articles, images, games and other software, in violation of the law.
- Accessing, sending, soliciting, displaying, printing, or otherwise disseminating material that is reasonably likely to harass, threaten or embarrass others or that is sexually explicit, fraudulent or otherwise inappropriate in a professional environment.
- Searching for, accessing or transmitting content that is reasonably likely to be perceived as offensive or disparaging of others, including content that is sexually explicit, profane, pornographic, disrespectful, disparaging based on race, national origin, sex, sexual orientation, age, disability, religious or political beliefs or other legally protected basis.
- Engaging in personal, non City of Sturgeon Bay related activities including activities for gain or profit, for example, consulting for pay or advertising or selling goods or services for personal gain.
- Engaging in illegal activities or using the technology for any illegal purposes, including initiating or receiving communications that violate any laws or regulations.
- Interfering with or disrupting the work of other employees.
- Except as specifically authorized, gaining access by using any access control mechanism (e.g., login name, password, etc.) not assigned to the user, or permitting any person to have access by using another person's access control mechanism.
- Unauthorized access or attempting to gain unauthorized access to any technology or stored information.
- Engaging in any transaction or other conduct that, if done through means other than over the use of technology, would not be authorized.

The City of Sturgeon Bay provides some of its employees with electronic communication tools such as e-mail, voicemail, cell phones, text messaging, computers and other communication tools and devices so they may better perform his/her job-related duties. The employer's electronic communications system includes all messages sent through the employer's computer network either externally via the internet or internally and through employer issued communications devices and networks. Electronic communications should be sent only to those individuals who have a legitimate reason to receive them. Electronic communication devices are for use in

conducting City of Sturgeon Bay business only. The employee will pay for all personal use to include personal roaming and other extraordinary costs.

Electronic communications should be courteous, concise, focused and written or spoken in good business English. The same care should be used in drafting electronic communications as used for drafting any other written communication. All electronic communications are unavoidably attributed to the City of Sturgeon Bay. When composing electronic communications, employees should keep in mind that personal comments may be perceived as comments made on behalf of the City of Sturgeon Bay.

Electronic communications may reside on the system in different recoverable forms (system backup, sent mail folders, spool queues, etc.). Employees should not assume that deleting a personal electronic communication removes all incidents of his/her existence. If there is a review of the information or an investigation, litigation, or other proceeding that requires or makes desirable the review or production of employer records, it is likely that electronic communications will be requested and potentially disclosed. Moreover, employees should not delete any communications that are records under Wisconsin's Public Records Law.

The City of Sturgeon Bay does not condone "snooping"; employees should not read or review communications not sent to them except for legitimate business reasons. Employees should not presume an electronic communication sent via the internet is confidential unless it has been encrypted.

If an employee has a question about whether a particular use or electronic communication is appropriate, then he/she should consult his/her supervisor before making such communication.

### **TELEPHONE USAGE/VISITORS**

City of Sturgeon Bay employees work in various capacities to serve the public. It is important that the public be able to reach employees in a timely manner. There are times that employees have to make or answer a personal call. Personal calls shall be limited to those that are absolutely necessary. At those times, the usage should be brief, or in instances where it can be accommodated, during the employee's break or lunch. Excessive usage is not permissible and will not be tolerated. Visitors shall be discouraged from calling upon an employee during work hours. Supervisors will take whatever steps are necessary to correct a violation of this section.

### **TOBACCO FREE WORKPLACE**

The City of Sturgeon Bay must take whatever steps are necessary to do its part to improve the environment, not to mention the employee's health and the health of those working around the employee. No City of Sturgeon Bay employee is allowed to smoke or chew tobacco of any sort while in the performance of their duties. This includes all City of Sturgeon Bay buildings and any type of City of Sturgeon Bay owned vehicle, on or off City of Sturgeon Bay property.

### **WORKPLACE SAFETY AND REPORTING INJURIES OR ILLNESSES**

Job safety is very important to each employee and the City of Sturgeon Bay. Employees must conduct themselves carefully at all times. All employees must act in a safe manner and practice good safety procedures. Similarly, all work areas are to be kept clean and free from debris, and tools and equipment are to be kept clean and in good repair.

Any accident, hazards or potentially unsafe conditions of equipment are to be reported to an employee's supervisor immediately for action. All defects in trucks must be reported by the driver as soon as possible. Supervisors shall complete a report in writing on forms furnished by the City of Sturgeon Bay and shall turn in all available and pertinent information. Reports must be turned in to Human Resources, who will submit to the City of Sturgeon Bay's Safety Director. If the unsafe condition can be corrected immediately as to avoid any additional hazard, then the employee should implement the corrective action.

Any employee who is injured or becomes ill while performing service related to his or her employment must contact his/her supervisor immediately and on the same day the injury or illness occurred to report the incident. The report must be in writing and contain relevant facts. The employee should secure the necessary medical attention on the job site to the extent practicable. Supervisors must turn in reports to Human Resources, who will submit to the City of Sturgeon Bay's Safety Director. Failure to follow procedures will subject an employee to disciplinary action.

It is the policy of the City of Sturgeon Bay to encourage employees to return to work as soon as practicable after experiencing an injury or illness. An employee who suffers a work related or non-work injury or illness, and has been certified in writing by a physician to return to work in a light or limited capacity with expectations of returning to work at full capacity immediately following light duty assignment, may be assigned to work in a light or limited duty capacity at the discretion of the City Administrator if such work is available. In the event there is more than one person who wishes to return to work on a light duty status, if light duty is available, preference will be given to the employee who has suffered a work related injury or illness to the extent consistent with applicable law.

The employer has established the following protocols for evacuation of the premises. When employees are advised to evacuate the building, the employees should:

- Stop all work immediately.
- Contact outside emergency response agencies, if needed.
- Shut off all electrical equipment and machines, if possible.
- Walk to the nearest exit, including emergency exit doors.
- Exit quickly, but do not run. Do not stop for personal belongings.
- Proceed, in an orderly fashion, to designated meeting area.
- Do not re-enter the building until instructed to do so.

Employees must know the location of fire extinguishers, emergency exits and first aid kits and make sure they are accessible at all times.

## WORKPLACE VIOLENCE AND WEAPONS

The City of Sturgeon Bay prohibits workplace threats or violence. Acts or threats of physical violence, including intimidation, harassment, or coercion, which involve or affect personnel or property or which occur on the City of Sturgeon Bay's property will not be tolerated.

Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions or to create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on City of Sturgeon Bay premises, regardless of the relationship between the City of Sturgeon Bay and the parties involved.
- All threats or acts of violence occurring off City of Sturgeon Bay premises involving someone who is acting in the capacity of a representative of the City of Sturgeon Bay.

Examples of conduct that may be considered threats or acts of violence in violation of this Policy include, but are not limited to, the following:

- Hitting, touching, or physically harming an individual.
- Threatening an individual or his or her family, friends, associates, or property with harm.
- Damaging or threatening to harm City of Sturgeon Bay property or the property of others.
- Making harassing or threatening communications.
- Harassing surveillance or stalking (following or watching someone).
- Unauthorized possession or inappropriate use of firearms or weapons.

Prohibition against threats and acts of violence applies to all persons. Every employee is required to report incidents of workplace threats or acts of physical violence or damage of property.

The City of Sturgeon Bay prohibits all individuals entering City of Sturgeon Bay property from carrying a handgun, firearm, knife, or other weapon of any kind regardless of whether the person is licensed to carry the weapon or not. The only exception to this policy is for sworn law enforcement officers, security guards or other persons who act in the interests of the City of Sturgeon Bay and have the legal authority to carry a weapon, or who have been given written consent by the City of Sturgeon Bay to carry a weapon on the property. Nothing in this policy prohibits an individual from keeping a weapon in his or her vehicle to the extent required by law, or from carrying the weapon while traveling in the course of his or her duties to the extent required by law.

## USE OF FACILITIES, EQUIPMENT, SUPPLIES, TOOLS & UNIFORMS

Employees shall be responsible for the proper care and use of City facilities, equipment, supplies, tools and uniforms; and shall promptly report to the Department Head all accidents, breakdowns or the malfunction of any equipment so that the repairs may be made.

No employee shall use any City facilities, equipment, supplies and/or tools for personal use under any circumstances unless said property is available for the uses and enjoyment of the general public.

## **PROBLEM SOLVING, DISCIPLINE AND TERMINATION**

### **RULES OF CONDUCT**

The primary objectives for each employee are to protect and further the public's trust and confidence and to perform at a high quality level so that our citizens, businesses, representatives of other entities, coworkers, and visitors receive high quality services from each employee. Conduct that is inconsistent with those objectives or in violation of Policy or general expectations of professional conduct is forbidden and will subject the offending employee to discipline up to and including discharge. The employer has established these Rules of Conduct and its Policies and expectations of conduct in furtherance of the effective operation of the City of Sturgeon Bay, to further these objectives, and for the employee to have a successful career.

No list of rules or types of unacceptable conduct can substitute for the sound and reasonable judgment expected of each employee. While it is impossible to list all types of unacceptable conduct, the City of Sturgeon Bay believes certain acts of misconduct, standing alone, warrant serious discipline up to and including discharge, such as the following:

- Dishonest, misleading, or deceptive conduct
- Circumventing the chain of command
- Undermining the authority of a supervisor
- Refusing or failing to follow an order or directive
- Unsatisfactory job performance
- Theft or misappropriation of City of Sturgeon Bay property or the property of others, including theft of work time, excessive time at break periods, misuse of sick leave or other designated leave, misrepresenting work time, or failing to accurately record work time
- Failing to completely and accurately document relevant information
- Leaving the job without permission
- Causing or working unauthorized overtime
- Failing to cooperate with others
- Engaging in conduct that creates an unsafe work environment
- Fighting, threats, intimidation or harassment of others
- Damage or defacing of City of Sturgeon Bay or employee property
- Misuse or unauthorized use of City of Sturgeon Bay property
- Possession, use, or being under the influence of drugs or alcohol while on duty
- Engaging in immoral conduct

- Engaging in illegal conduct
- Unauthorized possession of weapons or firearms during work time or on City of Sturgeon Bay premises or property
- Absence of three (3) work days without notice
- Excessive absenteeism or tardiness
- Failing to promptly report absence or tardiness
- Working another job while absent
- Disclosing confidential information to unauthorized sources
- Loafing or sleeping on the job
- Misuse of licenses, patents or copyrights while on work time or using work resources
- Unauthorized solicitations or distributions
- Failure to promptly report defective equipment or safety hazard
- Failure to report injury or accident immediately
- Horseplay or violation of safety rules
- Engaging in conduct or activities which serve to lengthen the healing period for a work-related injury
- Substandard quality or quantity of work, including deliberate reduction of output
- Failure to complete assignments promptly and accurately
- Tobacco use on any City of Sturgeon Bay property
- Unprofessional appearance
- Discourteous treatment of others
- Profane or disrespectful conduct
- Conducting personal business on City of Sturgeon Bay time or property, including promoting or selling any item or soliciting
- Failing to fully comply with Policies
- Failing to comply with expectations of conduct communicated to an employee
- Failing to report a possible violation of the rules or policy through the chain of command

The City of Sturgeon Bay reserves the right to modify this list at any time or determine whether any other conduct is contrary to the interests of the City of Sturgeon Bay and warranting of disciplinary action up to and including discharge.

### **Corrective Action**

The City of Sturgeon Bay treats all violations of policy, rules of conduct and general expectations of professional conduct very seriously. Violations of these policies, the rules, and general expectations of conduct can subject an employee to discipline, up to and including discharge.

The City of Sturgeon Bay's corrective action program is designed to encourage individuals to be high quality employees and to remove employees from service who cannot or will not meet that high standard of performance. Some discipline is intended to be corrective in nature to allow the employee an opportunity to rehabilitate his or her conduct, employee misconduct may call for severe forms of discipline such as suspension, transfer, demotion, termination or other action. In some cases, dismissal of an employee is appropriate because of the seriousness of the behavior or continuation of unacceptable conduct. The appropriate level of discipline is determined by

supervisor on a case-by-case basis, and any pre-termination disciplinary measure may be passed over in favor of more severe discipline including termination of the employee. The City of Sturgeon Bay's use of any form of progressive discipline does not change any employee's status as an at-will employee or create any additional contractual rights.

### **Investigation and Administrative Leave**

The City of Sturgeon Bay will determine the scope, duration, and strategy of internal investigations. The City of Sturgeon Bay reserves its right to place an employee on administrative leave, with or without pay. The determination of whether leave will be with pay or without pay is reserved to the City of Sturgeon Bay. The City of Sturgeon Bay may place an employee on administrative leave pending an internal investigation, pending disposition of a criminal matter, or for other reasons determined by the City of Sturgeon Bay.

## **DISCIPLINE AND GRIEVANCE PROCEDURE**

### **Discipline**

Discipline may result when an employee's actions do not conform with generally accepted standards of good behavior, when an employee violates a policy or rule, when an employee's performance is not acceptable, or when the employee's conduct is detrimental to the interests of the City of Sturgeon Bay. Disciplinary action may call for any of four steps – verbal warning, written warning, suspension (with or without pay) or termination of employment – depending on the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed. Certain types of employee problems are serious enough to justify either a suspension or termination of employment without going through progressive discipline steps. The City of Sturgeon Bay reserves the right, in its sole discretion, to impose disciplinary action as may be appropriate to the particular circumstances.

### **Grievances**

This policy is intended to comply with Section 66.0509, Wis. Stats., and provides a grievance procedure addressing issues concerning workplace safety, discipline and termination. This policy applies to all employees covered under Section 66.0509, Wis. Stats., other than police and fire employees subject to Section 62.13(5), Wis. Stats. An employee may appeal any level of discipline under this grievance procedure. For purposes of this policy, "workplace safety" is defined as conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same.

Employees should first discuss complaints or questions with his/her immediate supervisor. Every reasonable effort should be made by supervisors and employees to resolve any questions, problems or misunderstandings that have arisen before filing a grievance.

1. Step 1 – Written Grievance Filed with City Administrator The employee must prepare and file a written grievance with the City Administrator within five (5) business days of when the employee knows, or should have known, of the events giving rise to the grievance. The written grievance must contain the name and position of the employee filing it, a statement of the grievance, the issue involved, the relief sought, the date the event giving rise to the grievance took place, the employee's steps to orally review the matter with the employee's supervisor and the employee's signature and the date. The City Administrator or his/her designee will investigate the facts giving rise to the grievance and inform the employee of his/her decision, in writing, if possible within ten (10) business days of receipt of the grievance. In the event the grievance involves the City Administrator, the grievance shall be filed with the Mayor. The Mayor or his/her designee shall conduct the Step 1 investigation.
2. Step 2– Impartial Hearing Officer If the grievance is not settled at the first step, the employee may request in writing, within five (5) business days following receipt of the City Administrator's decision, a request for written review by an impartial hearing officer. The City of Sturgeon Bay shall select the impartial hearing officer. The hearing officer shall not be a City of Sturgeon Bay employee. The impartial hearing officer will determine whether the City of Sturgeon Bay acted in an arbitrary and capricious manner. In all cases, the grievant shall have the burden of proof to support the grievance. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents. The impartial hearing officer shall prepare a written decision.
3. Step 3 – Review by the Governing Body If the grievance is not resolved after Step 2, the employee or the City Administrator may request within five (5) business days of receipt of the written decision from the hearing officer a written review by the City of Sturgeon Bay Common Council. The City of Sturgeon Bay Common Council shall not take testimony or evidence; it may only determine whether the hearing officer reached an arbitrary or incorrect result based on a review of the record before the hearing officer. The matter will be scheduled for the City of Sturgeon Bay Common Council's next regular meeting. The City of Sturgeon Bay Common Council will inform the employee of its findings and decision in writing within ten (10) business days of the City of Sturgeon Bay Common Council meeting. The City of Sturgeon Bay Common Council shall decide the matter by majority vote and this decision shall be final and binding.

If the employee fails to meet the deadlines set forth above, the grievance will be considered resolved.

### EMPLOYEE SEPARATION

Resignation with Notice: An employee shall file a written letter of resignation with the Department Head stating the effective date. Employees shall provide written notice a minimum

of ten (10) working days prior to their termination date. Once a resignation has been submitted, the action cannot be withdrawn except upon mutual agreement by the employee and the City Administrator and/or mayor. The workdays required for proper notice shall exclude vacation, sick time, holidays and any other paid time off. Failure to provide the proper notice of resignation as identified in this section shall cause the employee's personnel record to indicate that the employee did not leave the City in good standing. The City Council retains the right to waive the resignation notice requirement if it is in the best interest of the City to do so. The employee must return all City of Sturgeon Bay property and records and complete required forms. The employee will be paid all proper compensation up to his or her final day of employment. An exit interview may be conducted by the Director of Human Resources. A summary of this interview shall be prepared, signed by both parties, and placed as the final document in the employee's personnel file. The employer reserves its right to terminate the employee before that date.

An employee who resigns or who is terminated will receive his or her final paycheck on his or her next regularly scheduled payday and information regarding insurance continuation and other benefit plans.

## EMPLOYEE ACKNOWLEDGMENT

I have received a copy of the Personnel Policies and Employment Handbook. I have read and I understand its contents. I acknowledge that it is my responsibility to ask questions about anything I do not understand.

I understand that it is my responsibility to comply with all City of Sturgeon Bay policies, rules and expectations as set forth in this Handbook, as well as policies, rules and expectations that the City of Sturgeon Bay may otherwise establish or change from time to time. I further understand and acknowledge that this Handbook provides guidelines and information, but this Handbook is not, nor is it intended to constitute, an employment contract of any kind. I understand that any contract or employment agreement must be authorized and approved by the City of Sturgeon Bay at a duly-noticed meeting. I acknowledge that I have not entered into any such individual agreement or contract by acknowledging receipt of this Handbook or by following any of the provisions of this Handbook. I understand that the contents of this Handbook and my compensation and benefits may be changed by the City of Sturgeon Bay at any time, with or without notice to the extent permitted by law.

I understand that my employment can be terminated at the option of either the City of Sturgeon Bay or me, at any time for any reason. I understand that this Handbook and the Acknowledgment Form do not vary or modify the at-will employment relationship between the City of Sturgeon Bay and me.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

After you have read and signed this page, please detach the page from the Handbook and return to your supervisor, who will submit to the Human Resources Director to be placed in your personnel file.

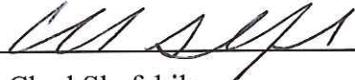
EXECUTIVE SUMMARY**DATE:** May 12, 2016**TITLE:** Award of Contract for Project 1602 – Street Maintenance Program

**BACKGROUND:** On May 5, 2016 the Engineering Department received bids for Project 1602 – Street Maintenance Program. In accordance with the City of Sturgeon Bay Purchasing & Property Accountability Policy specifications were prepared and competitive sealed bidding was used to obtain pricing. The specifications prepared included all items of work that were presented in the approved 2016 Capital Roadway Improvements at the January 5, 2016 Board of Public Works meeting. This bid includes the work on W Oak Street, W Redwood Place, Georgia Street, and the new roadway in the Industrial Park. In addition, this bid also includes the work to construct a turnaround on N 1<sup>st</sup> Ave. Only one bid was received for the project from Northeast Asphalt, Inc. in the amount of \$174,217.90. After completing a review of the bid it has been determined that the bid from Northeast Asphalt, Inc. is complete and accurate.

**FISCAL IMPACT:** The 2016 Capital Roadway Improvements budget has enough money to complete this project. Overall the bid came in under the initial preliminary engineering estimated amounts. Note: the turnaround on N 1<sup>st</sup> Ave portion of the bid will not be paid for out of the Capital Roadway Improvements budget. That portion of the bid will be paid for by Bay Shipbuilding Company.

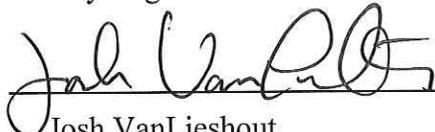
**RECOMMENDATION:** Award the Contract for Project 1602 – Street Maintenance Program to Northeast Asphalt, Inc. with unit pricing amounts totaling an estimated cost of \$174,217.90.

**SUBMITTED BY:**

  
 Chad Shefchik  
 City Engineer

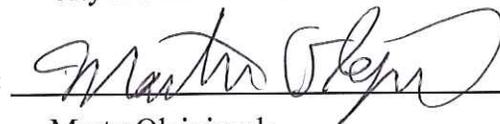
5/12/16  
 Date

**REVIEWED BY:**

  
 Josh VanLieshout  
 City Administrator

5/12/16  
 Date

**REVIEWED BY:**

  
 Marty Olejniczak  
 Community Develop. Director

5/12/16  
 Date

In the Matter of the Vacating and  
Discontinuance of Certain Streets  
Or Part Thereof in the City of  
Sturgeon Bay, Door County, Wisconsin

NOTICE

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the Common Council of the City of Sturgeon Bay has set the 17<sup>th</sup> day of May, 2016 at 7:00 p.m. or shortly thereafter, as the time and the Council Chambers, City Hall, 421 Michigan Street, City of Sturgeon Bay, Wisconsin as the place for action on the following resolution hereinafter reproduced in full:

**RESOLUTION TO VACATE A PORTION OF N. MADISON AVE**

WHEREAS, the Common Council of the City of Sturgeon Bay, does hereby find that it is in the public interest to vacate and discontinue a portion of North Madison Avenue in the City of Sturgeon Bay, Door County, Wisconsin, in accordance with Section 66.1003 of the Wisconsin Statutes,

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Sturgeon Bay does hereby vacate and discontinue the portion of N. Madison Avenue in the City of Sturgeon Bay, Door County, Wisconsin as hereinafter described:

A portion of N. Madison Ave. (recorded as Union Street) located in Government Lot 3 of Section 7, T27N, R26E, City of Sturgeon Bay, Door County, Wisconsin and described as follows:

Commencing at the southeast corner of Lot 1 of Certified Survey No. 1142 recorded in Volume 6 of Certified Survey Maps, Page 298, thence N 15°28'54" W along the easterly line of said Lot 1 (also being the existing westerly right-of-way line of North Madison Avenue) 154.65 feet, thence N 89°57'41" E 41.46 feet, thence S 00°04'15" W 149.06 feet to the point of commencement. Said tract contains 3,090 square feet of land.

Dated:

By: Stephanie L. Reinhardt, City Clerk

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Certification:

I, Stephanie Reinhardt, Clerk of the City of Sturgeon Bay certify that the above is a true and correct copy of a resolution that was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by the City of Sturgeon Bay Common Council.

---

Stephanie Reinhardt, Clerk  
City of Sturgeon Bay

In the Matter of the Vacating and  
Discontinuance of Certain Streets  
Or Part Thereof in the City of  
Sturgeon Bay, Door County, Wisconsin

NOTICE

TO WHOM IT MAY CONCERN:

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Dated:

By: Stephanie L. Reinhardt, City Clerk

EXECUTIVE SUMMARY

**Title:** Resolution to Vacate Portion of N. Madison Avenue

**Background:** The City recently approved a redevelopment project known as The Bay Lofts at 49 N. Madison Avenue. This project is a mixed-use development consisting of 35 residential apartments and ground floor commercial space facing Madison Avenue. The proposed development plan includes a swap of street right-of-way, whereby the city would vacate a triangular section of N. Madison Avenue (3,090 sq. ft.) in exchange for the dedication of an 8-foot strip along Larch Street (approx. 1,672 sq. ft.). The exchange is part of the Planned Unit Development zoning ordinance adopted by the Common Council.

To initiate the street vacation for N. Madison Avenue, the Council introduced the required resolution and publicly noticed the required public hearing. The final steps are to conduct the public hearing and then act upon the resolution. If the resolution to vacate the portion of the street is approved, then the final step is to record the resolution at Register of Deeds.

The subject street right-of-way was created by the subdivision plat of Harris' First Addition to Bay View, which was recorded in 1888. It actually predates the west side of Sturgeon Bay being consolidated into the city. At that time Madison Avenue was known as Union Street. North of Locust Street, Union Street angled northwesterly toward the original bridge over the bay. In the 1930's when the Michigan Street Bridge was constructed, Union Street (now Madison Ave) was reconfigured to run straight north before angling easterly to the Michigan Street bridge. The triangular portion of the street proposed for discontinuance became excess right-of-way at that time. It has been used for 7 angled public parking spaces in recent years. If the street vacation is approved, the 7 angled parking spaces would be replaced by 5 parallel parking spaces and a plaza area would be created by the developer within the vacated space.

The developer of The Bay Lofts has submitted a certified survey map (CSM), which dedicates the 8-foot strip along Larch Street. Per the city's ordinance, the CSM is being reviewed by the Plan Commission on May 18<sup>th</sup> followed by Council approval on June 7<sup>th</sup>. Therefore, the exchange of right-of-way is on track. The CSM also creates an sanitary sewer easement to cover the existing sanitary sewer that lies within the vacated Madison Ave right-of-way.

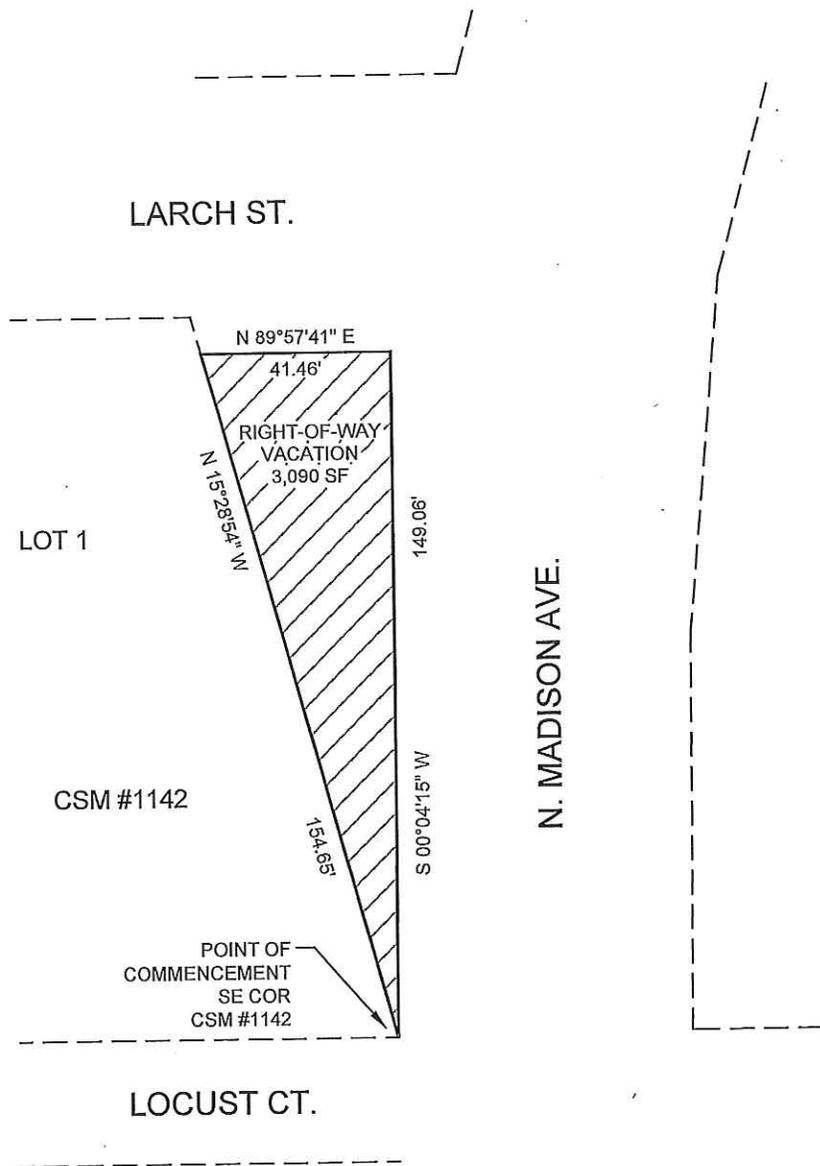
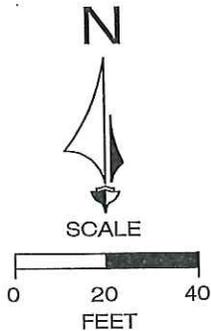
**Recommendation:** Adopt the resolution to vacate the portion of N. Madison Avenue, subject to not recording the resolution until the CSM is approved by Council.

Prepared by:  5/12/16  
Martin Olejniczak  
Community Development Director  
Date

Reviewed by:  5-12-16  
Chad Shefchik  
City Engineer  
Date

Reviewed by:  5/12/16  
Josh Van Lieshout  
City Administrator  
Date

# SITE PLAN RIGHT-OF-WAY VACATION



Description: Vacation of a portion of N. Madison Avenue

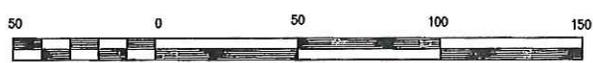
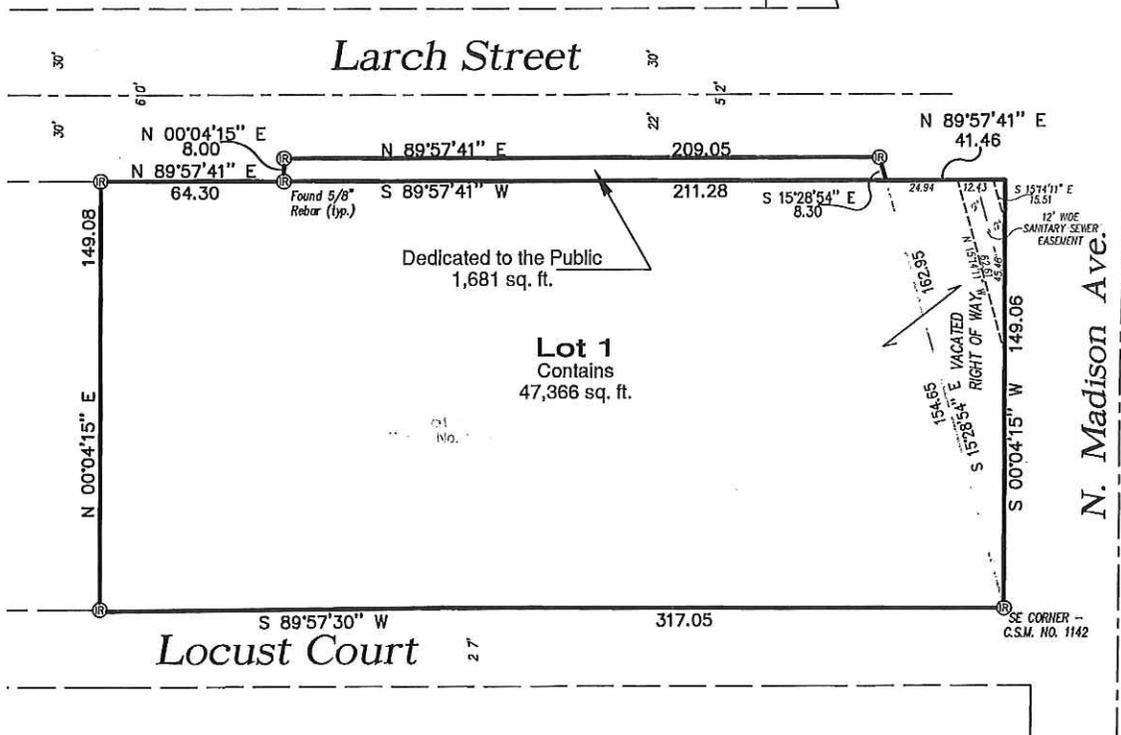
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# Certified Survey Map

BEING:  
 A DIVISION OF LOT 1 OF C.S.M. NO. 1142, AS RECORDED AT  
 VOL. 6, PAGE 298 AS DOCUMENT NO. 601466, AND A PORTION OF  
 THE RIGHT OF WAY OF N. MADISON AVENUE.

LOCATED IN:  
 GOVERNMENT LOT 3 OF SECTION 7,  
 TOWNSHIP 27 NORTH, RANGE 26 EAST,  
 CITY OF STURGEON BAY, DOOR COUNTY,  
 WISCONSIN.



Scale 1" = 50'

VP

RESOLUTION

WHEREAS, the Common Council of the City of Sturgeon Bay has determined that it is in the best interests of the City of Sturgeon Bay to adjust, add, and discontinue certain fees.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Sturgeon Bay hereby adopts the following fees:

<u>Type</u>	<u>Fee</u>
Special Assessment Letter-Rush	\$ 35.00
Special Assessment Letter-Regular	\$ 25.00
NSF Check	\$ 30.00 plus bank fee
Ordinance Variance	\$300.00
Map 18X24	Discontinue
Map 24X36	Discontinue
Map 36X36	\$ 10.00
Large Item Collection	\$ 25.00
Brush Collection	\$ 25.00
Waste Oil Disposal	\$1.00/gallon
Compost Fee Non-Resident	\$100.00
Blasting Permit	\$100.00
Tent Permit	tents over 400 sq ft w/2 sides & all>400 sq ft \$30 for up to 2 tents/\$15 per tent over 2
Firework Permit	\$ 75.00
Sprinkler Permit	\$.02 per sq ft min. \$100.00/triple if no permit is taken out before starting

\* \* \* \* \*

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

Moved by Alderperson \_\_\_\_\_, seconded by Alderperson \_\_\_\_\_, that said resolution be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

## EXECUTIVE SUMMARY

TITLE: City fees

BACKGROUND: During the 2016 budget process it was the consensus of the Committee of the Whole that staff review the city fee schedule and propose any changes to the Finance/Purchasing and Building Committee. Over the past couple of months staff has conducted the review which included surveying communities similar in size, and as a result, propose the following changes:

<u>Department</u>	<u>Fee Type</u>	<u>Current Fee</u>	<u>Proposed Change</u>
Clerk/Treasurer	Special Assessment Letter-Rush	\$ 15.00	\$ 35.00
	Special Assessment Letter-Regular	\$ 10.00	\$ 25.00
	NSF Check	\$25.00 plus Bank Fee	\$30.00 plus Bank Fee
Community Dev.	Ordinance Variance	\$220.00	\$300.00
	Map 18X24	\$ 1.50	Discontinue
	Map 24X36	\$ 3.00	Discontinue
	Map 36X36	\$ 4.50	\$ 10.00
Dept. of Public Works	Large Item Collection	\$ 15.00	\$ 25.00
	Brush Collection	\$ 0.00	\$ 25.00
	Waste Oil Disposal	\$ 0.00	\$1.00/Gallon
	Compost Fee Non-Resident	\$ 25.00	\$100.00
Fire Department	Blasting Permit	\$ 55.00	\$100.00
	Tent Permit	\$ 0.00	tents over 400 sq ft w/2 sides & all>400 sq ft \$30 for up to 2 tents/\$15 per tent over 2
	Firework Permit	\$ 0.00	\$ 75.00
	Sprinkler Permit	\$.01 per sq ft Min. \$75.00/ double if no permit is taken out before starting	\$.02 per sq ft Min. \$100.00/ triple if no permit is taken out before starting

Police Department – No changes

*\*\*Each department's analysis is attached\*\**

FISCAL IMPACT:	Special Assessment Letters	\$ 4,170.00
	NSF	\$ 5.00
	Ordinance Variance	\$ 80.00
	Map 36X36	\$ 5.50
	Large Item Collection	\$ 1,770.00
	Brush Collection	\$ 5,000.00
	Waste Oil Disposal	\$ 2,000.00
	Compost Fee Non-Resident	\$ 6,600.00
	Blasting Permit	\$ 45.00
	Tent Permit	\$ 500.00
	Firework Permit	\$ 150.00
	Sprinkler Permit	<u>\$ 2,113.60</u>
	Total	\$22,439.10

- OPTIONS:
- 1) Approve the aforementioned fee increases, new fees and discontinuance of fees, and forward the attached fee resolution to the Common Council.
  - 2) Reject staff's proposal to establish new fees, fee increases, and discontinued fees.
  - 3) Amend the attached resolution to include any other city fees you wish to increase/decrease, add/remove, or adjust the proposed fee schedule, and forward to the Common Council.

RECOMMENDATION:  
 Recommend to approve the aforementioned fee increases, new fees and discontinuance of fees, and forward the attached fee resolution to the Common Council.

PREPARED BY: Valerie J. Clarizio 4/20/16  
 Valerie J. Clarizio Date  
 Finance Director/City Treasurer

REVIEWED BY: Stephanie L. Reinhardt 4/20/16  
 Stephanie L. Reinhardt Date  
 City Clerk/Human Resource Director

REVIEWED BY: Marty Olejniczak \_\_\_\_\_  
 Marty Olejniczak Date  
 Community Development Director

REVIEWED BY:

  
\_\_\_\_\_  
Robert Bordeau  
Municipal Services Director

4/21/16  
Date

REVIEWED BY:

\_\_\_\_\_  
Dan Brinkman  
Police Captain

\_\_\_\_\_  
Date

REVIEWED BY:

\_\_\_\_\_  
Tim Dietman  
Fire Chief

\_\_\_\_\_  
Date

APPROVED BY:

  
\_\_\_\_\_  
Joshua VanLieshout  
City Administrator

4/21/16  
Date

**City of Sturgeon Bay**      Manitowoc      Oconto      Plymouth      Algoma      Shawano      Kaukauna

Admin. Ruling Appeal	\$250.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Exception to Noise Ordinance	\$22.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Request to Amend Meeting Agenda	\$100.00	n/a	n/a	n/a	n/a	\$75.00	n/a	n/a
Request for Special meeting	\$125.00	n/a	n/a	n/a	n/a	\$150.00	n/a	n/a
Special Assessment letter								
- Rush	\$15.00	\$35.00	\$40.00	\$25.00	\$25.00	\$75.00	\$30.00	\$25.00
- Regular	\$10.00	\$25.00	\$25.00	\$25.00	\$25.00	\$50.00	\$30.00	\$25.00
APC Permit	\$28.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Direct Seller	\$28.00	\$25.00	\$100.00	n/a	n/a	n/a	n/a	n/a
Sidewalk Café								
- No alcohol	\$55.00	\$75.00	n/a	n/a	n/a	n/a	n/a	n/a
- Alcohol	\$220.00	\$75.00	n/a	n/a	n/a	n/a	n/a	n/a
Transient Merchant	\$55.00	n/a	\$100.00	75.00/year	n/a	n/a	\$1 per square foot	n/a
Seasonal Merchant	\$75.00	n/a	\$100.00	n/a	n/a	n/a	\$1 per square foot	\$15.00
Shuttle license								
- 1st vehicle	\$17.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
- Additional vehicle	\$11.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Taxi License								
- 1st vehicle	\$17.00	n/a	\$25.00	\$25.00	\$25.00	\$5.00	\$25.00	\$25.00
- Additional vehicle	\$11.00	n/a	\$5.00	\$5.00	\$5.00	\$1.00	\$10.00	n/a
Hunting Permit	\$28.00	Permission from PD - no fee	n/a	n/a	n/a	n/a	n/a	n/a

**2016 Treasurer Fee Analysis**

Current City Fee Type	Current Fee	Manitowoc	Shawano	Two Rivers	Algoma	Oconto	Kaukauna	New London	Plymouth	Kewaunee	Suamico
NSF Check Fee	\$25 Plus Bank Fee	\$25 Plus Bank Fee	No Reply	No Reply	No Reply	\$35	\$20	No Reply	\$30 Plus Bank Fee	No Reply	No Reply
Stop Payment Fee (Checks Rec'd But Lost)	\$25 Plus Bank Fee	\$0	No Reply	No Reply	No Reply	\$35	\$0	No Reply	\$0 and Bank Fee	No Reply	No Reply

Ryan J. Kernosky  
 Planner/Zoning Administrator  
 421 Michigan Street  
 Sturgeon Bay, WI 54235



Phone: 920-746-2907  
 Fax: 920-746-2905  
 E-mail: rkernosky@sturgeonbaywi.org  
 Website: www.sturgeonbaywi.org

# MEMO

To: Valerie Clarizio, City Finance Director; Marty Olejniczak, Comm. Deve. Director  
 From: Ryan Kernosky, Planner & Zoning Administrator  
 Date: January 27, 2016  
 Subject: Community Development Fee Schedule Analysis

At the request of Marty Olejniczak, I have put together an analysis of the Community Development Department Fee Schedule comparing fees to similar municipalities throughout Wisconsin for the City Finance Committee. The following is the analysis:

Type of Fee	Low	High	Our Fee	Recommendation
Certified Survey Map (No Lots)	10.00/lot	100.00	30.00	Possible Increase
Certified Survey Map (1-4 Lots)	10.00/lot	110.00	110.00	No change
Conditional Use Application	225.00	350.00	300.00	No change
Petition for Appeal	100.00	330.00	330.00	No change
PUD App	100.00	400.00 + 10.00/acre	400.00 + 10.00/acre	No change
Sign Variance	50.00	350.00	300.00	No change
Prelim. Plat	50.00/lot	220.00 + 10.00/lot	220.00 + 10.00/lot	No change
Final Plat	50.00/lot	200.00	110.00 + 5.00/lot	No change
Ordinance Variance	50.00	500.00	220.00	Possible increase
Zoning Variance	100.00	500.00	300.00	No change
Zoning Change	100.00	400.00	400.00	No change
Sign Permit (New)	7.50	50.00	50.00	No change
Sign Permit (reface)	7.50	50.00	30.00	No change
Map 18"x24"	1.50	5.00	1.50	Possible Increase
Map 24"x36"	3.00	5.00	3.00	Possible Increase

Zoning Map 36"x36"	3.00	50.00	4.50	Possible increase
Air Photos	5.00	6.00	5.00	No change
Public Records (PR) 8.5"x11"	.10	.25	.25	No change
PR 8.5"x14"	.10	.50	.50	No change
PR 11"x17"	.10	.75	.75	No change
Building Reg	No Data	No Data	5.00	No change
Elect. Code	No Data	No Data	5.00	No change
Historic Pres.	No Data	No Data	5.00	No change
Plumbing Code	No Data	No Data	5.00	No change
Sign Code	No Data	No Data	5.00	No change
Waterfront Code	No Data	No Data	5.00	No change
Sign Deposit for Public Hearing	No Data	No Data	50.00	No change
Zoning Verification	No Data	No Data	30.00	No change

Many of our fees are either right around the average or are the highest within each category. Therefore, the recommendation is that the majority of our fees do not need to be increased. The few that could be increased should be considered by the Finance Committee, however, if they are not increased, it would not have a significant impact on the department.

Please do not hesitate to contact me with further questions.



City of Sturgeon Bay Fee Schedule				City of DePere		New London		Egg Harbor		Kewaunee		Bellevue		Suamico		Ashwaubenon		Kaukauna		Algoma		Two Rivers		Shawano	
Description of Fee	Fee Without Sales Tax	Fee With Sales Tax	Tax Adjustment	Please list description of fees and make a note if not applicable for your municipality		Please list description of fees and make a note if not applicable for your municipality		Please list description of fees and make a note if not applicable for your municipality		Please list description of fees and make a note if not applicable for your municipality		Please list description of fees and make a note if not applicable for your municipality		Please list description of fees and make a note if not applicable for your municipality		Please list description of fees and make a note if not applicable for your municipality		Please list description of fees and make a note if not applicable for your municipality		Please list description of fees and make a note if not applicable for your municipality		Please list description of fees and make a note if not applicable for your municipality		Please list description of fees and make a note if not applicable for your municipality	
				Shelter Reservations	Shelter Reservations																				
Private - Residents	\$54.00	\$59.00		\$130 for all shelters																					
100 People or Less	\$54.00	\$59.00		\$130 for all shelters																					
101-500 People	\$165.00	\$172.00		\$130 for all shelters																					
201 People or More				\$140 for all shelters																					
Private - Non-Residents	\$72.00	\$81.00		\$140 for all shelters																					
100 People or Less	\$72.00	\$81.00		\$140 for all shelters																					
101-500 People	\$205.00	\$217.00		\$140 for all shelters																					
501 People or More	\$300.00	\$321.00		\$140 for all shelters																					
(In case of a cancellation the shelter reservation fees will only be refunded if the shelter is able to be re-scheduled)																									
Players Fees																									
Ball Tournaments																									
Club & Bow Lanes City Resident	\$11.00	\$11.61																							
Club & Bow Lanes Non-Resident	\$28.00	\$29.54																							
Boys & Girls League City Resident	\$11.00	\$11.61																							
Boys & Girls League Non-Resident	\$28.00	\$29.54																							
Lesion League Non-Resident	\$33.00	\$34.87																							
Adult Softball City Resident Team	\$37.50	\$39.38																							
Adult Softball Non-Resident Team	\$46.00	\$48.10																							
Ball Tournaments	\$55.00	\$58.03																							
One Day Softball Tournament	\$100.00	\$105.00																							
Impromptu Open-Air Event	\$50.00	\$52.75																							
Youth Ice Hockey	\$10.00	\$10.55																							
Non-Resident	\$24.00	\$25.30																							
Adult Ice Hockey	\$30.00	\$31.50																							
Resident	\$30.00	\$31.50																							
Non-Resident	\$30.00	\$31.50																							
Street Department																									
Street Openings	\$55.00																								
Street Opening Permit	\$20.00																								
Street Opening Deposit - Linear Feet Curb and Gutter Surface	4.68 per ft																								
Street Opening Deposit - Square Feet of Sidewalk Surface	4.60 per ft																								
Tree Plantings																									
Tree Planting Deposit (Price Per 50' of Road Frontage)	\$200.00																								
New Construction																									

City of Sturgeon Bay Fee Schedule		City of DePere		New London		Egg Harbor		Kewaunee		Bellevue		Suamico		Ashwaubenton		Kaukauna		Algoma		Two Rivers		Shawano	
Description of Fee	Fee Without Sales Tax	Fee With Sales Tax	Tax Adjustment	Please list description of fees and make a note if not applicable for your municipality	Compost Site Fees	Please list description of fees and make a note if not applicable for your municipality	Compost Site Fees	Please list description of fees and make a note if not applicable for your municipality	Compost Site Fees	Please list description of fees and make a note if not applicable for your municipality	Compost Site Fees	Please list description of fees and make a note if not applicable for your municipality	Compost Site Fees	Please list description of fees and make a note if not applicable for your municipality	Compost Site Fees	Please list description of fees and make a note if not applicable for your municipality	Compost Site Fees	Please list description of fees and make a note if not applicable for your municipality	Compost Site Fees	Please list description of fees and make a note if not applicable for your municipality	Compost Site Fees	Please list description of fees and make a note if not applicable for your municipality	
Town of Sturgeon Bay/Developed Residents - to bring	\$25.00			none for residents																			
Fee for non-City residents to purchase material (concrete/bricks/shingles) from the site	\$15.00 per individualized			do not accept non residents																			
Contractor Permit Fee	\$1,000.00			do not accept non residents																			
Contractor Illegal Dumping Fee (\$500 Plus Permit Fee of \$1,000)	\$1,500.00			do not accept non residents																			
Non-Resident or Non-Resident Illegal Dumping Fee	\$500.00			most carts are used in City																			
Wood Chips for Purchase by Contractor	\$5.00	\$5.28	44¢ Tax	most carts are used in City																			
Compost Site Fees				Compost Site Fees																			
Weed Cutting				Weed Cutting																			
Fee for snow removal (all with weeds and grasses over 10"	\$100.00 per hr. per lot minimum		No Tax	Weed Cutting																			
Town of Sturgeon Bay Snow Removal				Weed Cutting																			
Sidewalk Snow Removal				Weed Cutting																			
Fee for snow removal from sidewalks	\$100.00 per hr. per lot minimum		No Tax	Weed Cutting																			
Special Item Collections				Weed Cutting																			
Hazardous Waste Pickup - TV, Microwaves, Computer, Front Units	30.00 per item			Weed Cutting																			
Large Item Pickup - per collection is: furniture, appliances, carpet, lawn furniture, etc.	\$15.00			Weed Cutting																			
Parking Permits				Weed Cutting																			
Winter On Street Parking Permit - Monthly (Dec. 1 - Apr. 1)	\$28.00			Weed Cutting																			
Winter On Street Parking Permit - Seasonal (Dec. 1 - Apr. 1)	\$30.00			Weed Cutting																			
Winter On Street Parking Permit - Standard (Dec. 1 - Apr. 1)	\$30.00			Weed Cutting																			

City/Town	Title	FEE	last increase	Percent	Reccomended Increase	Existing
Sturgeon Bay	Blasting permit	\$55	2011	10	82% = \$100	Existing
Sturgeon Bay	Fireworks permit	no fee identified			100% = \$75	Existing permit, no fee prior
Sturgeon Bay	Sprinkler permit	.01 per sq ft minimum \$75/double if no permit taken before starting	??		100% = .02 per sq ft \$100 min/Triple fee if no permit taken before starting	Existing
Sturgeon Bay	Tent permit	no fee identified			100% = Tents over 400 w/2sides & all >400 sq ft - \$30 for up to 2 tents/ \$15 per tent over 2	NEW FEE
Wauwatosa	Blasting permit	\$110				
Wauwatosa	Fireworks permit	\$110.00				
Wauwatosa	Sprinkler Permit	First 250 heads \$135, ea 100 after \$35				
Wauwatosa	Tent permit	Required for over 400sq ft tent \$35				
Beaver Dam	Blasting permit	no fee identified				
Beaver Dam	Fireworks permit	\$100 per season				
Beaver Dam	Sprinkler permit	no fee identified				
Beaver Dam	Tent permit	\$10				
Caledonia	Blasting permit	no fee identified				
Caledonia	Fireworks permit	no fee identified				
Caledonia	Sprinkler permit	Inspection \$75 per hour 2 hr min. - \$325 for system w/hydraoulc calculations -min without calculations \$75 +\$10 for heads -triple fee if start before permit				
Caledonia	Tent permit	no fee identified				
Oshkosh	Blasting permit	no fee identified				
Oshkosh	Fireworks permit	\$33				
Oshkosh	Sprinkler permit	<50 heads \$37, 51-250 \$84, 251-500 \$110, >501 heads \$135				
Oshkosh	Tent permit	\$26 or \$59				
Pleasant Prairie	Blasting permit	no fee identified				
Pleasant Prairie	Fireworks permit	no fee identified				
Pleasant Prairie	Sprinkler permit	1-20 head \$472, 21-100 \$935, 101-200 \$1288, 201-300 \$1345, 301-500 \$2172, >500 \$2172 + \$1.80 ea head over 500				
Pleasant Prairie	Tent permit	no fee identified				

District:	Parking Ticket Fee:
Algoma	\$10
Green Bay	\$15 - \$25 Depending on Violation
Kaukauna	\$10
Kewaunee	\$10
Manitowoc	2 Hour parking \$15 Winter Parking \$35 State of Emergency \$50
New London	2 Hour Parking \$15 Winter Parking \$25
Oconto	\$5
Plymouth	2 Hour Parking \$20 Winter Parking \$25
Shawano	\$20
Suamico	\$25
Two Rivers	\$15

\*No changes to Sturgeon Bay Parking Ticket \$15 Fee.

Revised 3/31/16

ORDINANCE NO. \_\_\_\_\_

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

SECTION 1: Section 15.01(4) of the Municipal Code (Building Code) is hereby repealed and recreated as follows:

- (4) Certified & Delegated municipality status. The city has adopted the certified municipality status as described in SPS 361.60, Wis. Admin. Code and appointed agent status as described in SPS 361.61, Wis. Admin. Code.
  - (a) Responsibilities. The city shall assume the following responsibilities for the department of safety and professional services (department):
    1. Provide inspection of commercial buildings with certified commercial building inspectors.
    2. Provide plan examination of commercial buildings with certified commercial building inspectors.
  - (b) Plan examination. Drawings, specifications and calculations for all the types of buildings and structures, except state-owned buildings and structures, to be constructed within the limits of the city shall be submitted, if the plans are for any of the following:
    1. A new building or structure ~~containing less than 50,000 cubic feet of total volume.~~
    2. An addition to a building or structure ~~where the area of the addition results in the entire building or structure containing less than 50,000 cubic feet of total volume.~~
    3. ~~[reserved]An addition containing no more than 2,500 square feet of total floor area and no more than one floor level, provided the largest roof span does not exceed 18 feet and the exterior wall height does not exceed 12 feet.~~
    4. An alteration of a space ~~involving less than 100,000 cubic feet of total volume.~~
    5. The city may waive its jurisdiction for the plan review of a specific project or types of projects, or components thereof, in which case plans and specifications shall be submitted to the department for review and approval.
    6. The department may waive its jurisdiction for the plan review of a specific project, where agreed to by the city, in which case plans and specifications shall be submitted to the city for review and approval.

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

Approved:

\_\_\_\_\_  
Thad Birmingham  
Mayor

Attest:

\_\_\_\_\_  
Stephanie L. Reinhardt  
City Clerk

**RECOMMENDATION**

**TO THE HONORABLE MAYOR AND COMMON COUNCIL:**

We, the Finance/Purchasing & Building Committee, hereby recommend to award the contract to Onterra, LLC to complete the Aquatic Plant Management Plan update.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: Stewart Fett, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: April 26, 2016

\*\*\*\*\*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

## Executive Summary

**Title:** Update City of Sturgeon Bays Aquatic Management Plan

**Background:** During the 2016 budget process, \$60,000.00 was allocated to update our Aquatic Management Plan (2000 was the last time this was completed). Following our purchasing policy the Municipal Services Department prepared an RFP and sent it out to prospective companies that may be interested in this project. Two companies replied with bids, Lake and Pond Solutions Co \$15,000.00 and Onterra LLC \$29,500.00.

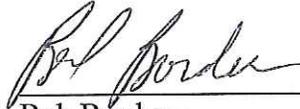
We had asked for letters of recommendations from other communities that these companies have done work for in the past. Onterra LLC followed through with this request, Lake and Pond Solutions Co. just provided us with a list of communities they worked for.

After following up on letters of recommendations and projects that both companies completed it was found out that there are some pending legal issues between Lake and Pond Solutions Co. and Long Lake Association for work that was not completed.

**Fiscal Impacts:** \$29,500.00

**Recommendation:** After research staff recommends hiring Onterra LLC to complete our Aquatic Management Plan update at a cost not to exceed \$29,500.00

**Prepared By:**



Bob Bordeau  
Municipal Services Director

**Date:**

4/20/2016

**Reviewed By:**



Valerie Clarizio  
Finance Director

**Date:**

4/20/16

**Reviewed By:**



Josh VanLieshout  
City Administrator

**Date:**

4/21/16

Bob Bordeau  
Municipal Services Director  
835 N. 14th Avenue  
Sturgeon Bay, WI 54235



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

April 6, 2016

Lake and Pond Solutions, LLC  
N1025 Julius Road  
Greenville, WI 54942

Dear Sir or Madam,

~~We would like to thank you for the bid you submitted to update the City of Sturgeon Bay's Aquatic Management Plan. We are requesting those who submitted bids to provide us with five letters of reference from companies you have done work for in the past. We ask that these letters of reference be submitted to our office by April 15, 2016.~~

~~If you have any question, please contact our office Monday through Friday between 7:00 a.m. and 3:30 p.m.~~

Sincerely,

A handwritten signature in cursive script, appearing to read "Bob Bordeau".

Bob Bordeau  
Municipal Services Director

Enhancing the quality of life through leisure opportunities in Sturgeon Bay

Visit our website at: [www.sturgeonbaywi.org](http://www.sturgeonbaywi.org)



N1025 Julius Drive  
Greenville, WI 54942  
1-866-525-3648 – toll free  
920-757-9447 – phone  
920-757-6533 – fax  
[matt@lakeandpondsolutions.com](mailto:matt@lakeandpondsolutions.com) - email  
[www.lakeandpondsolutions.com](http://www.lakeandpondsolutions.com) – website

## Lake and Pond Solutions Co. Professional References – Lakes

Cloverleaf Lakes Protective Association  
Dennis Thornton  
W8443 Cloverleaf Lake Road  
Clintonville, WI 54929  
715-823-9151  
[thorngb@frontiernet.net](mailto:thorngb@frontiernet.net)  
Ongoing EWM and hybrid EWM work

Washington Lake Management District  
Attn: Gary Lyne  
N6540 Washington Lake Road  
Shawano, WI 54166-1666  
715-526-5417  
[gwlyne@hotmail.com](mailto:gwlyne@hotmail.com)  
Brought EWM from 30 acres to less than 3 acres treated in 2015

Deep Lake Association  
Craig Yapp  
312 Fish Lane  
Oxford, WI 53952  
608-220-5772  
[yapper929@yahoo.com](mailto:yapper929@yahoo.com)  
Eliminated most EWM in Deep Lake. DASH removal of a few pants left in 2015

Pine Ridge Lake  
Dave Daniels  
[pineridge@netnet.net](mailto:pineridge@netnet.net)  
Eliminated EWM to a point of DASH harvest only in 2015

Pine Lake  
Eckhardt Rahn  
[eckhardrahn@yahoo.com](mailto:eckhardrahn@yahoo.com)  
Currently treating a small amount of remaining EWM in Pine Lake

**OTHER REFERENCES AVAILABLE UPON REQUEST**



April 10, 2016

Mr. Bob Bordeau, Municipal Services Director  
835 N 14<sup>th</sup> Avenue  
Sturgeon Bay WI 54235

Bob:

The Three Lakes Waterfront Association Board (15 members), the Association (1,100 members) and I personally (as the grant person) have worked closely with Tim Hoyman and his staff at Onterra since 2009. We have taken on a huge seven-phase project to do a Comprehensive Lake Management Plan for our 19 lake, 7,000 acre chain of lakes. Each lake is being thoroughly analyzed and a comprehensive plan for the entire chain written and implemented.

I cannot overstate the professionalism, enthusiasm and detailed approach that the entire Onterra staff brings to their work. The Onterra staff is a real reflection of Tim Hoyman, their leader. As a biologist myself, I know Onterra's limnological knowledge is impressive, but their ability to communicate their expertise to our members is equally as impressive. Onterra is a hard-working group that pays very close attention to details while maintaining a relaxed and friendly mode of operation.

As you can tell, I would highly recommend them for any limnological studies or services. If you have any specific questions that you would like to discuss relative to your project, do not hesitate to contact me (715-546-2250 – [norrisross@frontier.com](mailto:norrisross@frontier.com)).

Sincerely,

THREE LAKES WATERFRONT ASSOCIATION, INC.

*Norris Ross*

Norris Ross, Vice President



*Eagle River Chain of Lakes Association*

4/11/2016

Mr. Bob Bordeau  
Municipal Services Director  
City of Sturgeon Bay  
835 N. 14<sup>th</sup> Ave  
Sturgeon Bay, WI 54235

Dear Mr. Bordeau,

Tim Hoyman at Onterra, LLC has asked me to write this letter of reference as a part of their bid to work with the City of Sturgeon Bay to update its Aquatic Management Plan.

I am a member of the Board of Directors for the Eagle River Chain of Lakes Association (ERCLA) in Eagle River WI and I am a member of its executive committee. I am leading our Multi-phased Comprehensive Lake Management Plan initiative. Onterra began working with ERCLA in the spring of 2007. We are starting phase 3 of our 4 phase lake management plan.

Tim and his team at Onterra have provided ERCLA with invaluable insight and expertise throughout our relationship; particularly with the lake management plan initiative. Because of Onterra's breadth of experience ERCLA has been able to obtain DNR grants for this very important project. As aquatic ecology experts Onterra has conducted all the science necessary for our plan, compiled detailed reports, gave us insight on how to organize our various lake volunteers, provided us with a proven template for the structure of our plan, and assisted in the education of our riparians.

In addition to Onterra's expertise, Tim and his staff have the personality and culture that fits very well with ERCLA's management team and our lake communities. They are always available and a pleasure to work with.

Sincerely,  
Dave Tidmarsh

## **Bordeau, Bob**

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**From:** Charlie Marks <glsd@glakesd.com>  
**Sent:** Wednesday, April 13, 2016 10:09 AM  
**To:** Bordeaux, Bob  
**Cc:** Tim Hoyman; Eddie Heath; Paulette Z Janssen; Jerry Specht  
**Subject:** Recommendation from the Green Lake Sanitary District (GLSD)

Dear Mr. Bordeaux:

My name is Charlie Marks and I have been the Administrator for the GLSD for the past 20+ years. In addition to operating a WWTP and sewerage 1,000+ homes around Big Green Lake in Green Lake County, we are heavily involved with a number of lake management projects for Big Green Lake (7,200+ acre lake) and its Watershed (100+ square miles). An outline of our detailed lake management plan can be found on our website ([www.glakesd.com](http://www.glakesd.com)) by going to "Programs" under our main menu, and then, selecting "Lake Management Plan".

I am sending this email to your municipality at the request of one of our contractors, Onterra, LLC. Onterra has been a contractor of ours for several years and we have been very satisfied with their services and completed work. I will not go into the details regarding the many activities they have performed for us; however, I would be happy to discuss their performance with you in more detail at a date and time which is convenient for both us.

In short, Onterra is a good company and we recommend their skills and services (aquatic plant management work and associated activities).

If you have any other questions or would like to speak to me personally, I can be reached at my work cell (920) 291-6688 between the hours of 6am and 9pm.

Sincerely,

Charlie Marks  
Administrator  
Green Lake Sanitary District

## Bordeau, Bob

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**From:** Tim Hoyman <THoyman@onterra-eco.com>  
**Sent:** Monday, April 18, 2016 8:06 AM  
**To:** ajtheiler@charter.net; Bordeaux, Bob  
**Subject:** RE: New Message

Thank you AJ,

Tim

**Tim Hoyman, CLM**  
Aquatic Ecologist  
Onterra, LLC  
815 Prosper Road  
De Pere, WI 54115  
Voice: 920.338.8860  
Fax: 920.338.8865  
Email: [thoyman@onterra-eco.com](mailto:thoyman@onterra-eco.com)  
Web: [www.onterra-eco.com](http://www.onterra-eco.com)  
Find us on [FaceBook](#)

**From:** [ajtheiler@charter.net](mailto:ajtheiler@charter.net) [<mailto:ajtheiler@charter.net>]  
**Sent:** Sunday, April 17, 2016 1:12 AM  
**To:** 'bbordeau@sturgeonbaywi.org'  
**Cc:** Tim Hoyman  
**Subject:** New Message

April 15, 2016

Dear Mr. Bordeaux,

This note is in response to Tim Hoyman's, Onterra, request to me to provide a letter of reference.

I am the Founder and President of the Friends of Lake Mohawksin (FOLM) located in Lincoln County, WI. Lake Mohawksin is a reservoir formed at the confluence of the Somo, Tomahawk, and Wisconsin Rivers by a hydroelectric project operated by the Wisconsin Public Service. FOLM was formed in 2006 when we had a sudden and massive evasion of Eurasian Water Milfoil. We had acres of canopied areas where there was no fishing, no boating, and no swimming.

We hired Onterra to write the lake management plan to allow herbicide treatments under the WDNR process. Not only did Onterra provide a well written plan, they were very successful in writing grant applications for surveys and treatments.

Onterra completed the projects on schedule and on budget.

As a retired program manager for the Boeing Company I have worked with many subcontractors. I hold Onterra in high esteem. They would be rated a preferred contractor.

We continue to employ them, and enjoy the results of their efforts.

I highly recommend them.

Sincerely,

AJ Theiler  
Founder and President  
The Friends of Lake Mohawksin, Inc.  
a WDNR Qualified Lake Association

Phone 715-453-0010 between 7:00AM and 5:00PM.  
Email anytime  
Snailmail:  
601 Piper Street  
Tomahawk, WI 54487

## **Bordeau, Bob**

---

**From:** ajtheiler@charter.net  
**Sent:** Sunday, April 17, 2016 1:12 AM  
**To:** Bordeaux, Bob  
**Cc:** 'THoyman@onterra-eco.com'  
**Subject:** New Message

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We continue to employ them, and enjoy the results of their efforts.

I highly recommend them.

Sincerely,

AJ Theiler  
Founder and President  
The Friends of Lake Mohawksin, Inc.  
a WDNR Qualified Lake Association

Phone 715-453-0010 between 7:00AM and 5:00PM.  
Email anytime  
Snailmail:  
601 Piper Street  
Tomahawk, WI 54487

**Onterra, LLC**  
*Lake Management Planning*

---

March 22, 2016

Mr. Bob Bordeau  
City of Sturgeon Bay  
421 Michigan Street  
Sturgeon Bay, WI 54235

RE: City of Sturgeon Bay's Aquatic Plant Management Plan Update

Dear Mr. Bordeau:

Thank you very much for including Onterra, LLC in your bid request for updating the City of Sturgeon Bay's Aquatic Plant Management Plan. Onterra is well-qualified for projects such as this based upon our staff's training and education and Onterra's expansive lake management experience around the State of Wisconsin. I have included our 2015 brochure as additional information regarding Onterra and our staff.

If you or others from the City have questions, please do not hesitate to contact me. Please note that I will be on vacation in Mexico from Friday, March 25<sup>th</sup> through Wednesday, March 30<sup>th</sup>. During that time, please feel free to speak with Eddie Heath, who is familiar with this project and our standard operating procedures. He can be reached at the same number listed below or via email (ehealth@onterra-eco.com).

Sincerely,

*Onterra, LLC*



Tim Hoyman, CLM  
Aquatic Ecologist  
Managing Member  
Onterra, LLC  
thoyman@onterra-eco.com

TAH/tah

ENC: City of Sturgeon Bay Bid Response  
Onterra, LLC Brochure

**City of Sturgeon Bay  
835 North 14<sup>th</sup> Avenue  
Sturgeon Bay WI. 54235**

**Request for Quotation:  
2016 Aquatic Management Plan**

*The undersigned proposes to update the City of Sturgeon Bay's Aquatic Management Plan according to the specifications listed below.*

**Specifications**

**Lake Information:**

- *Define the management history for the Bay of Sturgeon Bay*
- *Develop a plant community survey*
- *Conduct two aquatic plant surveys following the Wisconsin DNR point-intercept method*
  - *One survey to be conducted mid-June 2016*
  - *One survey to be conducted the end of August 2016*
- *Provide detailed bay maps*
  - *All maps will include GPS coordinates as reference points*
- *Tabulate bay area and maximum and mean depth*

**Using the Aquatic Plant Survey Data:**

- *Create maps of the bay vegetation*
- *Create a map showing the location of plant communities*
- *Create a map showing proposed management areas for:*
  - *Herbicide treatment*
  - *Mechanical harvesting*
- *Create a map of areas containing threatened, endangered plant species as well as other areas of special concern*
  - *Include special habitat designations and restricted use areas as determined by the Wisconsin DNR*

**Water Use:**

- *Note the established or primary human use areas and use patterns in the bay and on the shore*
- *Identify locations of any water intakes for irrigation purposes*
- *Meet with local water users to get opinions on how plant conditions affect recreational use*
- *Identify recreational user expectations*
- *Identify marina owner expectations*
- *Identify riparian expectations*

**Analysis and Alternate Treatment Plans:**

- *Identify the management objectives needed to maintain the beneficial uses of the aquatic ecosystem and recreational needs*
- *Evaluate pros and cons of herbicide treatment and mechanical harvesting in all areas of the bay*
- *Provide alternate treatment strategies*

**Recommendations:**

- *Provide a detailed harvesting and chemical treatment plan and strategy for all areas located in the Bay of Sturgeon Bay*

**Public Involvement Meetings:**

- *Provide a minimum two public meetings and other stakeholder input opportunities*

**Education:**

- *Provide educational strategy for the general public*

**FORM OF PROPOSAL/BID FORM**

The undersigned proposes to update the City of Sturgeon Bay's Aquatic Management Plan according to the specifications.

**Total for Updating the City of Sturgeon Bay's Aquatic Management Plan**

\$ 15,000<sup>00</sup>

Submitted By: LAKE AND POND SOLUTIONS Co.  
Print Company Name

By: [Signature]  
Signature

Title: OWNER/CFO

Address: 11025 JULIUS DRIVE  
GREENVILLE, WI 54942

Phone: 920-757-9447

Date: 3-9-16

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

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



Sir or Madam:

Enclosed are bid documents which may be of interest to your company.

Please note the scheduled date and time for the public bid opening.

This bid document must be returned intact (the same order as received). Failure to do so may invalidate your proposal.

All bids shall be submitted in an opaque, sealed envelope addressed to:

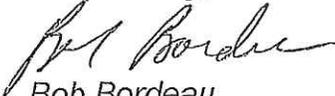
City of Sturgeon Bay  
Attn: City Clerk  
421 Michigan Street  
Sturgeon Bay, WI 54235

Prior to the time and date set forth for the bid opening as indicated in the Notice to Bidders. Each bid, so addressed, shall bear on the face of the envelope, the name of the bidder, and a statement that it is a "SEALED BID", to be opened for the contract consideration, at the date and hour set forth in the Invitation to Bid.

Any questions concerning the bid document or the specification may be directed to the Municipal Services Superintendent at: (920) 746-2912.

Oral or written comments received from any other person, other than the appropriate persons, will not be considered, and may invalidate your proposal.

Respectfully,



Bob Bordeau  
Municipal Services Director

## CITY OF STURGEON BAY

### INSTRUCTIONS TO BIDDERS

*NOTE: By submitting a bid, the bidder warrants that he has familiarized himself with all requirements of the Contract Documents.*

#### *Definitions:*

*The following definitions shall apply wherever they appear in the contract documents.*

*City – City of Sturgeon Bay*

*Owner – City of Sturgeon Bay*

*Bid – The offer of the bidder*

*Bidder – Any individual, corporation or partnership who submits a bid.*

*Contract Documents – Invitation to Bid, Instructions, General Conditions, Specifications, Drawings, Addendums, Proposal (in so far as it is not inconsistent with other contract documents).*

*1. Bids – General: Instruction bids shall be made in accordance with the instructions. Failure to execute proposals as required may, in the discretion of the City, be cause for rejection of the bid.*

*2. Forms: Bids shall be submitted on the forms provided by the City. Each bid must be submitted bound with the other contract documents.*

*3. Blanks / Corrections: All blank spaces on any contract documents shall be filled in with typewritten figures or ink. Any erasures or corrections shall be dated and initialed by the bidder.*

*4. Submission: Bids shall be submitted in an opaque sealed envelope to City of Sturgeon Bay, Attn: City Clerk, 421 Michigan Street, Sturgeon Bay, WI 54235, prior to the time and date set forth for bid opening in the Notice to Bidders. Each bid shall be addressed to the City Clerk and shall bear on the face of the envelope the name of the bidder, and a statement that it is a sealed bid to be opened for the contract at the date and hour as set forth in the invitation to bid.*

*5. Execution: Proposals shall be signed by the bidder. If the bidder is a corporation, the proposal shall bear the name of the corporation, signed by an officer authorized to bind the corporation, and sealed with the corporate seal.*

6. Withdrawal: Bids may be withdrawn previous to the time of bid opening by written request; however, no bid shall be withdrawn within the thirty (30) day period after the time set for bid opening. Bidders withdrawing their bids prior to the time and date set for bid opening may still submit another bid if done in accord with these instructions.

7. Words and Figures: Where amounts are given in both words and figures, the words will govern.

8. Unit Prices: When unit prices are called for, bids shall include all unit cost items and alternatives shown on the proposal. When an error is made in extending total prices, the unit price shall govern.

9. Net Price: Bid prices shall be net, including therein transportation and handling charge F.O.B. City of Sturgeon Bay, and shall further include all charges whatsoever sort for labor and materials contained in the work or materials designated in the specifications and proposal.

10. Alternate Equipment or Materials:

a. Bids shall be evaluated and considered on equipment and/or material complying substantially with the contract specifications. If any bidder deviates from the contract specifications or provides a substitute for any required equipment and/or material listed in the contract specifications, that bidder shall list such deviations and/or substitutions, including technical data when applicable, in a letter attached to the bid or on a form that may be provided by the City with the bid documents.

b. Brand names which may be mentioned in the contract specifications are used only as a reference to the type and quality of equipment and/or materials desired. However, any deviation from or substitution in brand name stated in the contract specifications shall be listed as required.

c. The City reserves the right to determine whether any deviations and substitutions listed by the bidder are within the intent of the specifications and will reasonably meet the service requirements of the using department.

d. A bidder's failure to list any deviations from or substitutions in the specifications as required under paragraph (a) of this section may result in the rejection of the bid.

11. Descriptive Literature: Equipment or Materials: Each bidder bidding on contracts to furnish equipment or materials shall furnish with his proposal two (2) copies of descriptive literature on the supplies or equipment being bid and manufactures specifications in complete detail. Said brochure and manufacturer's specifications shall be in sufficient detail to permit proper evaluation of the bid.

12. City's Right to Accept or Reject: The City of Sturgeon Bay reserves the right to accept any bid, any part of a bid, or any combination of two (2) or more bids which may be deemed to be in the best interest of the City. The City further reserves the right to reject any or all bids.

13. Awarding of Contract: The lowest responsible bidder based on criteria as set forth in these documents and in accordance with applicable City ordinances and State statutes will be awarded the Contract.

Not Required

14. Bid Performance Security: All bidders will be required to issue a certified check in the amount of 2 ½% (two and one half percent) of the bid, payable to the City of Sturgeon Bay, as a guarantee that the bid contract will be executed. The certified check will be returned to all unsuccessful bidders after awarding the contract to the lowest responsible bidder. The certified check of the lowest responsible bidder will be returned upon delivery of the equipment. Failure to submit the performance security may result in rejection of bid.

15. Lowest Responsible Bidder: The lowest responsible bidder for the purchase of equipment shall be the lowest priced bid that best meets the needs of the City as described in the specifications. Some deviation from the specifications is expected and will be evaluated as part of the owner's review and determination of the "lowest responsible bid".

**INVITATION TO BID**

**OFFICIAL NOTICE**

Sealed bids will be received by the City Clerk, 421 Michigan Street, Sturgeon Bay, WI 54235, until 3:00 P.M. local time on Wednesday, March 23, 2016. All bids will be publicly opened at 3:00 P.M. on Wednesday, March 23, 2016 at City Hall, 421 Michigan Street, Sturgeon Bay and read aloud for:

*Updating the City of Sturgeon Bay's Aquatic Management Plan*

Detailed specifications may be examined at the Municipal Services Office, 835 N. 14<sup>th</sup> Ave., Sturgeon Bay, WI 54235. There is no fee for the documents.

~~All bidders of materials and equipment will be required to post Performance Security in the amount of 2 ½% (two and one half percent) of the proposal. Security shall be in the form of a certified check payable to the City of Sturgeon Bay.~~

The City of Sturgeon Bay reserves the right to reject any or all bids, parts of any or all bids, or to waive technical errors or omissions in bids.

Bob Bordeau  
Municipal Services Director

DATE: March 1, 2016

**City of Sturgeon Bay  
835 North 14<sup>th</sup> Avenue  
Sturgeon Bay WI. 54235**

**Request for Quotation:  
2016 Aquatic Management Plan**

*The undersigned proposes to update the City of Sturgeon Bay's Aquatic Management Plan according to the specifications listed below.*

**Specifications**

**Lake Information:**

- *Define the management history for the Bay of Sturgeon Bay*
- *Develop a plant community survey*
- *Conduct two aquatic plant surveys following the Wisconsin DNR point-intercept method*
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- *Provide detailed bay maps*
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- *Tabulate bay area and maximum and mean depth*

**Using the Aquatic Plant Survey Data:**

- *Create maps of the bay vegetation*
- *Create a map showing the location of plant communities*
- *Create a map showing proposed management areas for:*
  - *Herbicide treatment*
  - *Mechanical harvesting*
- *Create a map of areas containing threatened, endangered plant species as well as other areas of special concern*
  - *Include special habitat designations and restricted use areas as determined by the Wisconsin DNR*

**Water Use:**

- *Note the established or primary human use areas and use patterns in the bay and on the shore*
- *Identify locations of any water intakes for irrigation purposes*
- *Meet with local water users to get opinions on how plant conditions affect recreational use*
- *Identify recreational user expectations*
- *Identify marina owner expectations*
- *Identify riparian expectations*

**Analysis and Alternate Treatment Plans:**

- *Identify the management objectives needed to maintain the beneficial uses of the aquatic ecosystem and recreational needs*
- *Evaluate pros and cons of herbicide treatment and mechanical harvesting in all areas of the bay*
- *Provide alternate treatment strategies*

**Recommendations:**

- *Provide a detailed harvesting and chemical treatment plan and strategy for all areas located in the Bay of Sturgeon Bay*

**Public Involvement Meetings:**

- *Provide a minimum two public meetings and other stakeholder input opportunities*

**Education:**

- *Provide educational strategy for the general public*

FORM OF PROPOSAL/BID FORM

The undersigned proposes to update the City of Sturgeon Bay's Aquatic Management Plan according to the specifications.

Total for Updating the City of Sturgeon Bay's Aquatic Management Plan

\$ 29,500<sup>00</sup>

Submitted By: Onterra, LLC  
Print Company Name

By:   
Signature

Title: Managing Member

Address: 815 Prosper Road  
De Pere, WI 54115

Phone: (920) 338-8860

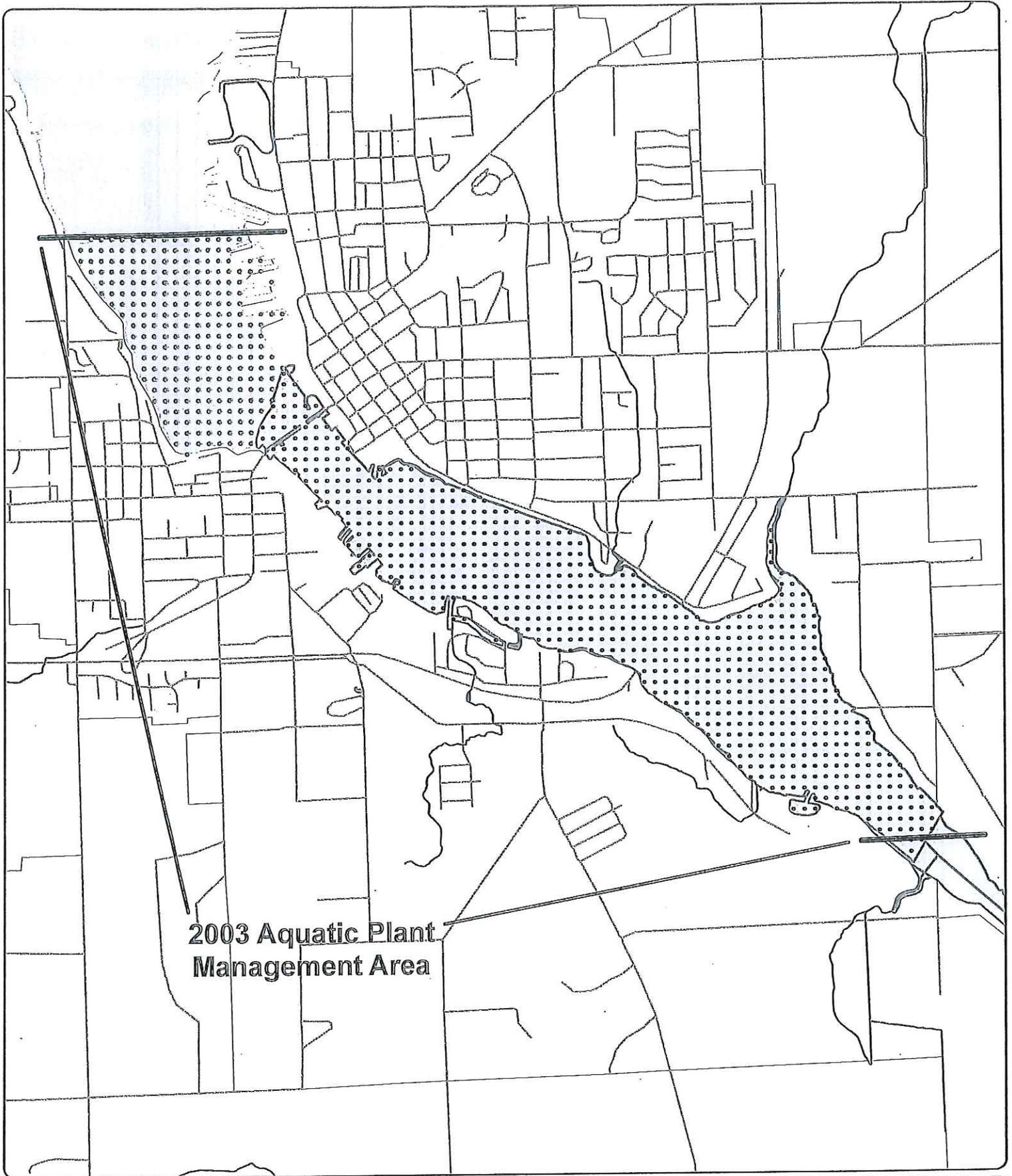
Date: March 22, 2011

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

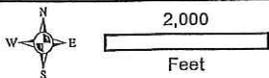
The city reserves the right to reject any and all bids for new or used equipment or accept the bid which best serves the needs of the city

Task	Description	*Cost
<b>Lake Information</b>		
Define the management history for the Bay of Sturgeon Bay	10 years of historic permit records will be summarized in final plan.	\$485.00
Develop a plant community survey	Emergent & floating-leaf species would be mapped using points and polygons.	\$3,105.00
Conduct two aquatic plant surveys following the Wisconsin DNR point-intercept method	Additional points were added to WDNR provided points to encompass north bay area as indicated on Map 1.	
<i>One survey to be conducted mid-June 2016</i>	All species located during these surveys and community mapping survey would be vouchered through UWSP.	\$5,640.00
<i>One survey to be conducted end of August 2016</i>	Please note that sample locations were added to cover areas of bay included in 2003 Plan.	\$5,545.00
Provide detailed bay maps	All maps would be in full color.	
<i>All maps will include GPS coordinates as reference points</i>	All GPS & GIS data would be available to the City and WDNR.	
Tabulate bay area and maximum and mean depth	Determined through point-intercept survey data and listed within final report/management plan.	
<b>Using the Aquatic Plant Survey Data</b>		
Create maps of the bay vegetation	Point-intercept results would be used to indicate native and exotic submerged macrophyte locations.	\$550.00
Create a map showing the location of plant communities	Emergent and floating-leaf species (native and exotic) would be displayed.	\$600.00
Create a map showing proposed management areas for:	Maps would also display additional layers from other maps to indicate areas being managed and not managed in order to provide clear reasoning for strategies used.	\$520.00
<i>Herbicide treatment</i>		\$520.00
<i>Mechanical harvesting</i>		
Create a map of areas containing threatened, endangered plant species as well as <i>include special habitat designations and restricted use areas as determined by the WDNR</i>	The GIS layers developed with these data would likely be displayed on other maps as necessary. Would be included as supplied by the WDNR.	\$365.00
<b>Water Use</b>		
Note the established or primary human use areas and use patterns in the bay and on identify locations of an water intakes for irrigation purposes	These data would be collected via user surveys, interviews, and public meetings. Surveys would be developed with WDNR & City. City would be responsible for providing mailing addresses.	
Meet with local water users to get opinions on how plant conditions affect recreational use	Compiled through aquatic plant surveys, user surveys, and meetings.	\$95.00
Identify recreational user expectations	Visible intakes would be GPS located during aquatic plant community survey.	
Identify marina owner expectations	Two public meetings would be held and surveys would be completed at landings by recreational users (below)	
Identify riparian expectations		\$695.00
<b>Analysis and Alternate Treatment Plans</b>		\$625.00
Identify the management objectives needed to maintain the beneficial uses of the	CBCW Inspectors would ask public boat landing users to complete brief survey.	\$845.00
Evaluate pros and cons of herbicide treatment and mechanical harvesting in all areas	Hardcopy survey provided to each marina owner.	
Provide alternate treatment strategies	Hardcopy survey provided to each riparian property owner.	
<b>Recommendations</b>		
Provide a detailed harvesting and chemical treatment plan and strategy for all areas	Onterra would work with City Park & Recreation staff to develop feasible management alternative through 2 meetings. Onterra would provide draft results and alternatives analysis prior to meetings.	\$4,180.00
<b>Public Involvement Meetings</b>		
Provide a minimum of two public meetings and other stakeholder input opportunities		\$1,880.00
<b>Education</b>		
Provide educational strategy for the general public	See above.	\$1,175.00
<b>Items not in Bid Specification</b>		
Riparian/Marina Owner Survey Printing & Postage	Included within final management plan.	
Onterra Printing Costs	300 mailings with return postage used for estimating.	\$1,200.00
Travel (Mileage at \$0.58/mile)	Includes misc. printing for meetings, 5 hardcopies of final management plan, and 2 CD-ROMs.	\$450.00
	Round-trip mileage for 16 crew/staff visits to Sturgeon Bay.	\$1,025.00
	<b>Total Project Cost</b>	<b>\$29,500.00</b>

\*Blanks are intentional and those costs included in another category as appropriate



2003 Aquatic Plant  
Management Area



**Onterra LLC**  
Lake Management Planning  
815 Prosper Road  
De Pere, WI 54115  
920.338.8860  
www.onterra-eco.com

Sources:  
Roads, Hydro, and Municipal: WDNR  
Map Date: March 21, 2016  
Filename: SturgeonBay\_Door\_Location\_proposed.mxd



Project Location in Wisconsin

### Legend

- Point-Intercept Survey Location  
702 total points (WDNR, Mar2016)
- Point-Intercept Survey Location  
280 total points (Onterra Created)

Map 1  
Sturgeon Bay  
Door County, Wisconsin  
**Project Location  
& Lake Boundary**

**RECOMMENDATION**

**TO THE HONORABLE MAYOR AND COMMON COUNCIL:**

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the lease agreement between the City of Sturgeon Bay and Team Leadership Center, Inc. as presented.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: Stewart Fett, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: April 26, 2016

\*\*\*\*\*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Memorandum

To: City Council

From: Josh Van Lieshout

Re: Kayak Tour Agreement

Date: May 13, 2016

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Background: During the course of the past winter I was approached by the proprietor about the likelihood of developing a concession service for kayak tours in the city. After several discussions it was determined that a good location would be Stone Harbor. To that, I met with the proprietor and general manager at Stone Harbor and all agreed that making use of one of the underutilized and difficult to use transient slips would not harm any transient business making use of the marina, restaurant or hotel.

The plan is to provide professionally guided kayak tours originating from Stone Harbor, and taking guests on a tour of the bay of Sturgeon Bay. Guided kayak tours will be available to guests of Stone Harbor and the public at large, there will be no individual kayak rentals.

Finance did ask about safety, other boating conflicts and so forth. The waters of Sturgeon Bay are navigable to all water craft; kayaks, paddleboards, etc., be they privately owned, from a shore based or inland rental operation have an equal right to navigate and make use of the bay. The proposal is for professionally guided tours, customers will be under the watchful eye of the guide, the guide will make decisions prior to departure based on wind, weather boating traffic, wave conditions and the like as whether or not the tour goes north, south, or on the east or west side of the bay. Kayaks will not be available for individual rental. Of course PFD's are required for all guests.

Fiscal Impact +\$2,500. The City will lease one of the small (25') transient slips for the standard lease rental fee of \$2,500. The proprietor is responsible for dockage, dock boxes and other items necessary to run the tours.

Recommendation: The Finance Committee has recommended approval of the agreement. My opinion is that this is a great way to add an amenity not currently in the city, adding to our desirability for tourism. This is also a fabulous opportunity for people to be introduced to a very popular silent sport, learn about Sturgeon Bay and experience Sturgeon Bay from a different point of view.

## LEASE

LEASE made by and between the CITY OF STURGEON BAY, a Wisconsin municipal corporation, hereinafter referred to as "lessor", and Team Leadership Center, Inc. hereinafter referred to as "Lessee."

### RECITALS

The parties recite and declare that:

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

### AGREEMENT

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

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

Slip number "T2" of the publicly owned marina located adjacent to 107 First Avenue, Sturgeon Bay Wisconsin commonly known as "Stone Harbor Marina".

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

- B. Term: This lease shall be for a term of one year beginning on May 1, 2016 and ending on April 30, 2017. Thereafter it shall be automatically renewed for successive periods of two years. All terms shall be subject to termination provisions as described herein.
- C. Consideration: The consideration for said lease is the annual sum of two thousand five hundred (\$2,500) dollars plus tax, payable by June 1 of each year with the first payment due upon the execution of said lease. For each year after 2016, the lease rate shall be that as established by the City Council for seasonal slips in Stone Harbor Marina.
- D. Use: The leased premises shall be used only as docking space for Lessee for docking and seasonal storage of kayaks used in the course of providing guided kayak tours. There shall be no tour ticketing facilities or other tour guest related use of the premises. This shall not preclude

Lessee from operating tour ticketing facilities on the privately owned premises of the Stone Harbor Condominium. At no time shall the leased premises be used to compete directly or indirectly with the operations and services offered by Stone Harbor Resort.

E. Special Provisions:

- a. No major maintenance or restoration of a vessel may take place in the leased slip. The public walkway and head pier shall be kept clear and not used for kayak or kayak accessory (life jackets, paddles, etc.) storage except where contained in a city approved and installed dock box.
- b. The parties agree that Lessor is entering into this lease on the basis of, and representations from Lessee, that the use of the leased premises and operation of a guided kayak tour concession will be mutually beneficial. Lessee agrees to cooperate with Stone harbor Resort in all regards as to the use of the leased premises including but not limited to parking joint marketing and promotion. At the City's discretion, private parking may be need to be sought to accommodate guided kayak tour guest parking.
- c. Not more than twelve (12) kayaks and two kayak docks shall be kept in the slip at the same time, except for periods of loading and unloading guests for emergencies, with notification to the Park and Recreation Superintendent.

F. Trash and recycling: Lessee shall be responsible to pay any and all costs associated with trash collection and removal and recycling of refuse generated by their use of the leased premises.

G. Signs: One sign may be affixed to the dock box(es). No other signs may be erected or maintained upon the floating docks. All signs must be in conformance with the City of Sturgeon Bay Sign Code.

H. Utilities: Payment of dockside utilities will be in accordance with the Lessor's standard policy for dockside utilities. Lessor will not extend any utilities that are not already servicing the leased slip.

I. Insurance. Lessee shall, at its expense, maintain in effect throughout the term of this lease and any extension thereof, general liability insurance, personal and bodily injury liability insurance, and property damage insurance. The limits of said coverage shall be Two Million Dollars (\$2,000,000) umbrella liability general aggregate, Two Million Dollars (\$2,000,000) general aggregate, One Million (\$1,000,000) each occurrence, One Million (\$1,000,000) personal injury, One Hundred Thousand (\$100,000) to rented premise, and Two Million (\$2,000,000) product comprehensive operational aggregate coverage. The policies for the above referenced coverage shall name Lessor as additional insured for use of the leased premises. The lease may terminate any time at the option of the Lessor upon the lapse or failure of the Lessee to present a copy of such policy or Certificate of Insurance showing such coverage. If at any time during the term of

this lease, Lessee's insurance carrier or coverage changes, Lessee shall immediately provide Lessor with a Certificate of Insurance from the carrier showing such change.

- J. Hold Harmless / Indemnity: Lessee hereby holds the Lessor harmless and will indemnify Lessor, its council members, officers, employees and agents, from any and all claims, damages, lawsuits, judgments and liability that may arise out of, or be made, brought or filed against Lessor, its council members, officers, employees and agents, as a result of any death, injury to person or property occurring upon the leased premises. In addition, Lessee shall defend Lessor, its council members, officers, employees, and agents against any such claims, damages, demands, lawsuits, judgments and liability made, brought or filed against Lessor in connection with any death, injury to person or property occurring upon the leased premises, including payment of court costs and disbursements and reasonable attorney fees.
- K. Assignment and Sublease: Lessee shall not assign its rights and duties under this lease or sublease the premises or any part thereof, without the prior written consent of Lessor. The approval of any sublease by Lessor shall not relieve Lessee of liability for the performance of all of the terms and conditions of this lease.
- L. Alterations and Modifications: No dock, head pier or other part of the leased slip shall be altered or modified by the Lessee. Any modifications or alterations shall be done only by the Lessor and done so at the expense of the Lessee. All completed alterations or modifications shall become part of the demised premises and title thereto shall vest in Lessor. The alterations or modifications shall be performed and completed in a workman-like manner and in a timely manner.
- M. Repair of Damages: Lessee notify lessor of any damages to the leased premises and shall assist and not obstruct the necessary repair of the same. Lessee shall not be responsible for normal wear and tear, Lessee shall not be responsible for damage done by ice, wind or acts of God.
- N. Environmental Damage: Lessee shall be responsible, Lessee's sole expense for any environmental damage to the leased premises caused by the use of the property by Lessee, its officers, director, employees, or agents.
- O. Nonpayment of Rent: In the event the rental payment is received more than five days after its due date, Lessor shall be subject to cancellation of the lease.
- P. Default or Breach: Each of the following events shall constitute a default or breach of this lease by Lessee.
- If Lessee fails to pay to Lessor any rent or other payments due within ten (5) days after they become due.
  - If Lessee vacates or abandons the leased premises.



Tim Pflieger, President

Date



April 21st, 2016

## **Door County Adventure Center Operations Plan: Guided Kayak Tour Site - Stone Harbor Marina, Sturgeon Bay**

**Summary:** Door County Adventure Center (also known as the Team Leadership Center, Inc.) has been providing professionally guided kayak tours throughout Door County for the past 21 years. We are proposing an additional guided kayak tour location departing from a transient dock slip at the Stone Harbor Marina. All tour guides will be trained and assessed by the standards set by the American Canoe Association and will accompany guests on their paddles. Tours will be available to the public and can be reserved through Door County Adventure Center. Various packages and rate adjustments will be offered to guests of Stone Harbor.

### ***Tour Specifics:***

- Route (see attached)
- Departure Times
  - ◆ 10am, 2pm and 2 hours before sunset
  - ◆ Daily from June 6-September 5
  - ◆ By reservation September 6 - September 30
  - ◆ Possible tours in October based on weather & guide availability
  - ◆ Guides will instruct guests to wait in the marina in a vacant transient slip or under the bridge until all guests are in boats & prepared for group departure
- Tour capacity is 10 guests/guide
  - ◆ Standard tour will be no more than 10 guests
  - ◆ Door County Adventure Center will house 12 kayaks on-site in slip T2
  - ◆ In the event that a larger group would like to kayak it is possible that Door County Adventure Center could transport additional crafts and gear to the

Stone Harbor Marina for usage. For these special occasions additional guides will accompany guests on tour to maintain the 10/1 ratio.

### **Docking & Launching:**

- Sit-on-top tandem and single kayaks will be available on site for tour usage
- Door County Adventure Center will “lease” a transient slip in the Stone Harbor Marina from June 1 - October 1 (possibly longer if the demand persists & weather permits during the month of October)
  - ◆ Marina map (see attached)
  - ◆ Kayaks will be kept in this slip throughout the season
- A floating dock will be placed in the slip for ease of entry into the crafts
- All kayaks will be cabled together and braced to a point on the dock when not in use
- Kayak Guides will receive a Trip Leader Assessment from the ACA which will cover how our professional guides instruct and manage a tour.

### **Gear Storage:**

- Door County Adventure Center will use the dock box for paddle and personal floatation device (PFD) storage. It is possible that a second box or larger box will be required for adequate storage.
- Additional items stored in the dock box will include:
  - ◆ Whistles (placed on each PFD)
  - ◆ Waterproof phone cases (offered to guests for use during tour)
  - ◆ Weather radio
  - ◆ Liability & Health Waivers (all guests must sign prior to departure)
  - ◆ Professional Guide Safety gear
- Boats will be stored in slip as stated above

### **Utilities:**

- Door County Adventure Center will have access to water & electricity as is standard with slip rental at Stone Harbor Marina
- Door County Adventure Center will utilize the wireless internet provided by Stone Harbor Resort
- Guests & guides will use the city bathrooms located at the South end of the facility

### **Script:**

- *Stone Harbor Tour Script (see attached)*

**Parking:**

- Guests will utilize public parking
  - ◆ It is typical that partners and families take guided tours together and arrive at our tour destinations in a group so it is very unlikely that one tour, though open to 10 guests, would result in 10 vehicles in need of public parking
  - ◆ This tour will be marketed to guests that are already staying at Stone Harbor Resort and therefore many participants will already have parking arranged at the resort

**Signage:**

- Door County Adventure Center would place signage at the Stone Harbor Marina in various locations including:
  - ◆ The dock boxes located on the Door County Adventure Center slip
  - ◆ Additional signage to consider: Tiki bar, Stone Harbor windows, signage throughout the resort, a kiosk within the resort, room advertisements

**Insurance:**

- Door County Adventure Center's Insurance coverage includes \$2,000,000 umbrella liability general aggregate, \$2,000,000 general aggregate, \$1,000,000 each occurrence, \$1,000,000 personal injury, \$100,000 to rented premise, \$2,000,000 product comp/op agg.
  - ◆ Door County Adventure Center would add Stone Harbor Resort and the City of Sturgeon Bay as additional insureds on this policy, effective June 6th, 2016

**City Lease:**

- A lease will be established between the City of Sturgeon Bay and Door County Adventure Center that will outline terms of agreement and exclusion.

**Door County Adventure Center  
Kayak Tour  
at Stone Harbor Marina:**

We propose that Door County Adventure Center occupy the Northwest corner of the existing marina that is currently used as transient slips.

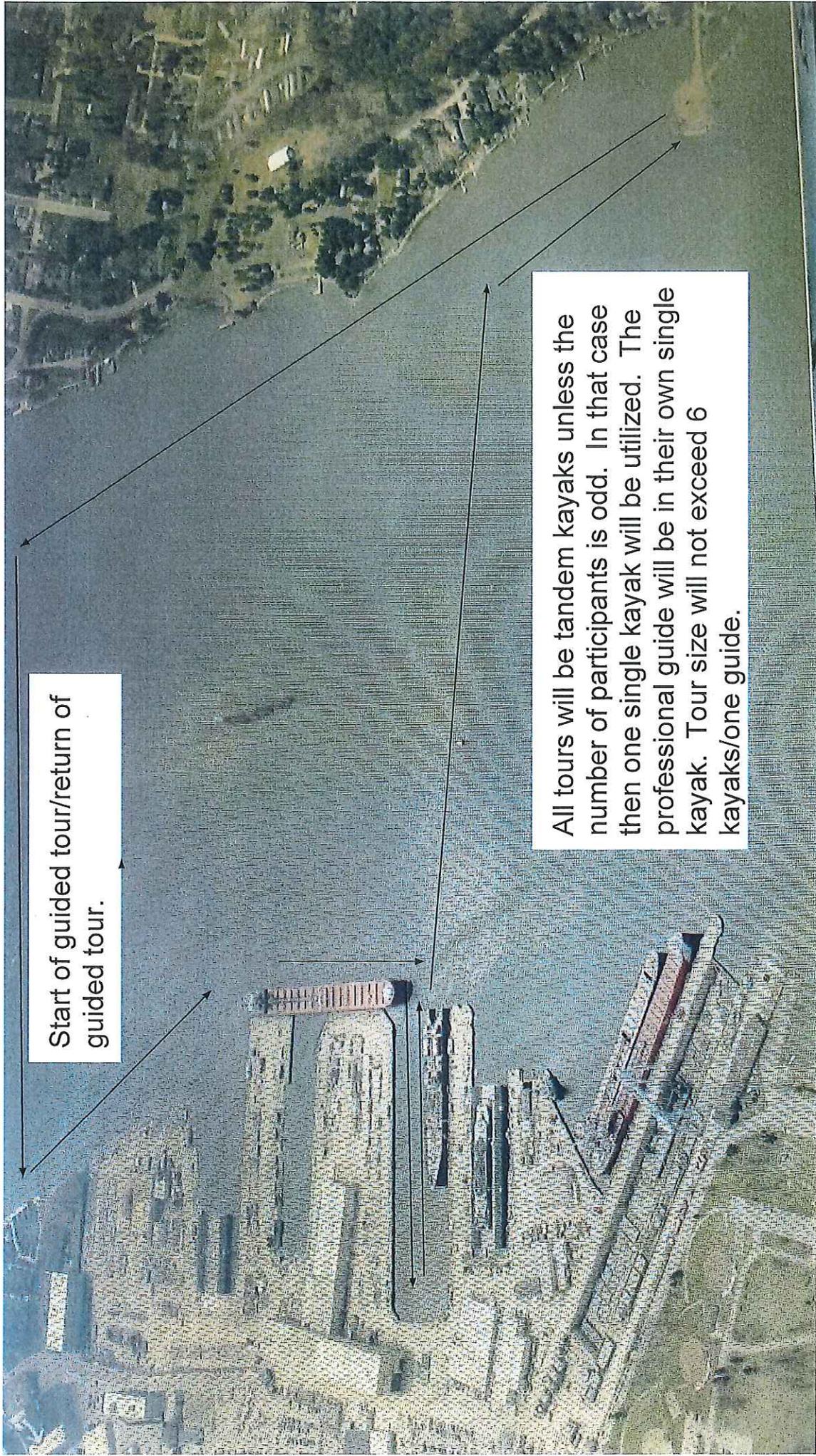
We would utilize the main pier as an access point, provide a floating dock/launch and secure the kayaks to the launch during and after hours of operation.

One or two dock boxes would be necessary for the storage of gear.

A sandwich sign and signage on the dock boxes would be used to advertise the tours.



# Door County Adventure Center Kayak Tour at Stone Harbor Marina



Start of guided tour/return of guided tour.

All tours will be tandem kayaks unless the number of participants is odd. In that case then one single kayak will be utilized. The professional guide will be in their own single kayak. Tour size will not exceed 6 kayaks/one guide.