



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, JUNE 7, 2016
12:00 p.m. Noon
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST
THAD G. BIRMINGHAM, MAYOR**

1. Call to order.
 2. Pledge of Allegiance.
 3. Roll call.
 4. Adoption of agenda.
 5. Consideration of the following bills: General Fund – \$69,044.63, Capital Fund - \$25,758.17, Cable TV - \$5,006.72, TID #4 – \$16,168.60, and Solid Waste Enterprise Fund - \$2,954.97 for a grand total of \$118,933.09. [roll call]
 6. CONSENT AGENDA
- * All items listed with an asterisk (*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests before the Adoption of the Agenda, in which event the item will be removed from the Consent Agenda and considered immediately following the consent agenda.
- * a. Approval of 5/17/16 regular Common Council minutes.
 - * b. Approval of the following minutes:
 - (1) Amended Community Protection & Service Committee – 4/14/16
 - (2) Waterfront Design Review Board – 5/10/16
 - (3) Finance/Purchasing & Building Committee – 5/10/16
 - (4) Cable Communication System Advisory Council – 5/12/16
 - (5) Community Protection & Services Committee – 5/12/16
 - (6) Waterfront Design Review Board – 5/16/16
 - (7) Aesthetic Design & Site Plan Review Board – 5/16/16
 - (8) City Plan Commission – 5/18/16
 - (9) Parking & Traffic Committee – 5/23/16
 - (10) Zoning Board of Appeals – 5/24/16
 - (11) Joint Park & Recreation Committee/Board – 5/25/16
 - (12) Community Protection & Services Committee – 5/26/16
 - * c. Place on file the following report:
 - (1) Inspection Department Report – April 2016
 - (2) Bank Reconciliation – April 2016
 - (3) Revenue & Expense Report – April 2016
 - (4) Police Department Report – April 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 Wine license.
 - * g. Consideration of: Approval of Street Closure Application for Side Pork Fest for June 11, 2016.

- * h. Consideration of: Approval of Street Closure Application for Robyn Bscherer for June 11, 2016.
- * i. Consideration of: Approval of Sidewalk Café Permit Application for Brick Lot Pub.
- * j. Community Protection & Services Committee recommendation re: Installing a street light near the intersection of Nebraska Street and the Boys & Girls Club alley.
- * k. City Plan Commission recommendation re: Approve proposed landscaping and seawall plans for the Austad Family Trust, 942 Memorial Drive, subject to the removal of the three proposed trees.
- * l. City Plan Commission recommendation re: Helm Street as the name for the new public street abutting the north side of Cadence (1425 S. Neenah Avenue.)
- * m. City Plan Commission recommendation re: Approval of the Zoning Code Amendment relating to requiring a garage for all newly constructed dwellings and adding Section 20.9(08)(7)(i).
- * n. City Plan Commission recommendation re: Approval of the certified survey map (CSM) for Bay Lofts, 49 North Madison avenue.
- * o. Parking & Traffic Committee recommendation re: Remove the two No Parking signs on the west side of 3rd Avenue between 1st Avenue & Jefferson Street, and to allow parking at that location, and if deemed necessary by staff, installing No Parking Here to Corner signs.

7. Mayoral appointments.

8. Consideration of: Approval of "Class B" Combination licenses, Class "B" Beer licenses, "Class A" Combination licenses, Class "A" Beer licenses, Class "A" Liquor licenses, "Class C" Wine licenses, and "Class B" Combination – 300 Seat license for the 2016-2017 license year.

9. Finance/Purchasing & Building Committee recommendation re: Waive sign permit fee for Door County Veteran Service Council in the amount of \$60.00.

10. Finance/Purchasing & Building Committee recommendation re: Accept the agreements for NWTC and the Blank Form for future use to be signed on behalf of the City by the Fire Chief.

11. Committee Chairperson Reports:

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

12. Public comment on non-agenda items.

13. Mayor's comments.

14. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date:

6-3-16

Time:

12:00pm

By:

UM

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 06/07/2016

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
REVENUE				
R0001380	JASON MOHR	OVERPYMNT DAILY DOCK PASS/MOHR	01-000-000-46200	13.00
R0001382	KAREN GUNDRUM	LARGE ITEM FEE REFUND/K GUNDRM	01-000-000-48120	32.00
TOTAL REVENUE				45.00
TOTAL GENERAL FUND				45.00
CITY COUNCIL				
CHASE	JP MORGAN CHASE BANK	DCEDC ANNL LUNCHEON MTG	01-105-000-55600	99.00
TOTAL				99.00
TOTAL CITY COUNCIL				99.00
LAW/LEGAL				
16555	PINKERT LAW FIRM, LLP	04/16 TRAFFIC MATTERS	01-110-000-55010	1,218.00
TOTAL				1,218.00
TOTAL LAW/LEGAL				1,218.00
CITY CLERK-TREASURER				
CHASE	JP MORGAN CHASE BANK	HOTEL/REINHARDT	01-115-000-55600	164.00
CHASE		FUEL	01-115-000-55600	28.75
CHASE		MEAL EXPENSE	01-115-000-55600	22.38
CHASE		DCEDC ANNL LUNCHEON MTG	01-115-000-55600	66.00
CHASE		GFOA ANNL CONF AIRFARE/CLARIZ	01-115-000-55600	303.18
CHASE		FUEL	01-115-000-55600	23.57
CHASE		HOTEL/CLARIZIO	01-115-000-55600	164.00
CHASE		HOTEL-CLARIZIO	01-115-000-55600	82.00
R0000394	SAFEGUARD BUSINESS SYSTEMS	2500 AP LASER CHECKS	01-115-000-51600	353.66
R0000394		SHIPPING	01-115-000-51600	24.35
TOTAL				1,231.89
TOTAL CITY CLERK-TREASURER				1,231.89
ADMINISTRATION				
CHASE	JP MORGAN CHASE BANK	DCEDC ANNL LUNCHEON MTG	01-120-000-55600	33.00
CHASE		DCEDC ANN LNCH MTG-SMET GUESTS	01-120-000-55600	66.00
TOTAL				99.00
TOTAL ADMINISTRATION				99.00
CITY ASSESSOR				

INVOICES DUE ON/BEFORE 06/07/2016

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
ASSO APP	ASSOCIATED APPRAISAL	06/07/16 CONTRACT	01-130-000-55010	1,245.83
		TOTAL		1,245.83
		TOTAL CITY ASSESSOR		1,245.83
BUILDING/ZONING CODE ENFORCEMENT				
23617	WISCONSIN DEPT OF AGRICULTURE,	WEIGHTS & MEASURES INSPECTIONS	01-140-000-58700	6,000.00
SAFEBUILD	SAFE BUILT	PLAN REVIEW	01-140-000-55010	765.00
SAFEBUILD		APRIL PERMITS	01-140-000-55010	9,006.74
		TOTAL		15,771.74
		TOTAL BUILDING/ZONING CODE ENFORCEMENT		15,771.74
MUNICIPAL SERVICES ADMIN.				
03133	CELLCOM WISCONSIN RSA 10	04/16 CHAD CELL SVC	01-145-000-58250	23.49
		TOTAL		23.49
		TOTAL MUNICIPAL SERVICES ADMIN.		23.49
PUBLIC WORKS ADMINISTRATION				
03133	CELLCOM WISCONSIN RSA 10	04/16 STEVE W CELL SVC	01-150-000-58250	54.25
03133		04/16 BOB B CELL SVC	01-150-000-58250	49.31
		TOTAL		103.56
		TOTAL PUBLIC WORKS ADMINISTRATION		103.56
CITY HALL				
02480	BONNIE BROOKE GARDENS LLC	FIRE STATION FLOWERS	01-160-000-51750	117.70
WARNER	WARNER-WEXEL WHOLESALE &	DISINFECTANT	01-160-000-54999	52.47
WARNER		TISSUE	01-160-000-54999	29.89
WARNER		CLEANING SUPPLIES	01-160-000-54999	25.31
		TOTAL		225.37
		TOTAL CITY HALL		225.37
GENERAL EXPENDITURES				
BOETTCOM	BOETTCHER COMMUNICATIONS	05/04/16 WEBSITE WRD PRESS ISS	01-199-000-51100	126.35
BOETTCOM		05/09/16 WEBSITE FIX	01-199-000-51100	190.00
BOETTCOM		04/28/16 WEBSITE PROBLEMS	01-199-000-51100	55.42
		TOTAL		371.77

INVOICES DUE ON/BEFORE 06/07/2016

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL GENERAL EXPENDITURES				371.77
POLICE DEPARTMENT				
15890	PACK AND SHIP PLUS	RETURN SHIP-US ARMOR	01-200-000-57250	6.76
21450	THE UNIFORM SHOPPE	CROMWELL VEST RETURN SHIPPING	01-200-000-57250	15.00
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	OFFICE SUPPLIES	01-200-000-51950	15.83
CDE	PAULA REICHEL	2 POLO SHIRT -PORTER	01-200-000-52900	78.00
CHASE	JP MORGAN CHASE BANK	MEAL EXPENSE/BRINKMAN	01-200-000-55600	27.07
CHASE		MEAL EXPENSE/BRINKMAN	01-200-000-55600	7.41
CHASE		MEAL EXPENSE/BRINKMAN	01-200-000-55600	7.49
CHASE		MEAL EXPENSE/BRINKMAN	01-200-000-55600	7.50
CHASE		HOTEL/BRINKMAN	01-200-000-55600	400.00
CHASE		WEB HOSTING-ANNL SUBSCRIPTION	01-200-000-55500	119.40
CHASE		8-LAPTOP HARD DRIVES	01-200-000-55500	694.00
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	4427 BLACK COPIES	01-200-000-55650	44.27
STAPLES		577 COLOR COPIES	01-200-000-55650	17.31
TOTAL				1,440.04
TOTAL POLICE DEPARTMENT				1,440.04
POLICE DEPARTMENT/PATROL				
01766	AURORA MEDICAL GROUP	PRE EMPLY SCREEN-P SULLIVAN	01-215-000-57100	112.00
02005	BAY ELECTRONICS, INC.	2 KENWOOD MICS @ \$40.00EA	01-215-000-57550	80.00
03133	CELLCOM WISCONSIN RSA 10	04/16 SQUAD PRINTERS	01-215-000-58250	221.76
03133		04/16 CELL PHONE SVC	01-215-000-58250	665.76
04696	DOOR COUNTY TREASURER	1168.89 G @ 2.0750/G	01-215-000-51650	2,425.45
19880	STURGEON BAY UTILITIES	SUNSET PRK BT LAUNCH	01-215-000-56150	9.51
19880		724 SHORECREST RD CAMERA	01-215-000-56150	10.29
21450	THE UNIFORM SHOPPE	UNIFORM DANE HALL	01-215-000-52950	404.70
21450		FLASHLIGHT/DUTY BELT/COYHIS	01-215-000-52900	236.60
21450		2 SHIRTS-JENNERJOHN	01-215-000-52900	87.90
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	LITHIUM BATTERIES	01-215-000-54999	28.03
CDE	PAULA REICHEL	MARINE PATROL SHIRTS	01-215-000-52900	431.84
CHASE	JP MORGAN CHASE BANK	MEAL/HENRY	01-215-000-55600	14.00
CHASE		5 TASER MAGAZINES	01-215-000-51050	297.62
CHASE		DIVE FINS-ALBERTSONS	01-215-000-54999	154.58
CHASE		HOTEL/ HENRY	01-215-000-55600	270.00
CHASE		FUEL	01-215-000-55600	51.64
CHASE		MEAL/HENRY	01-215-000-55600	7.17
CHASE		MEAL/HENRY	01-215-000-55600	5.82
CHASE		MEAL/HENRY	01-215-000-55600	9.54
R0000608	AUTO ZONE, INC	BATTERIES-GARAGE REMOTE	01-215-000-54999	11.80
R0000608		BATTERY CHARGER	01-215-000-58600	86.84
USARMOR	US ARMOR	VEST/CROMWELL	01-215-000-52950	1,013.00
TOTAL				6,635.85
TOTAL POLICE DEPARTMENT/PATROL				6,635.85

INVOICES DUE ON/BEFORE 06/07/2016

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
FIRE DEPARTMENT				
03075	CARQUEST OF DOOR COUNTY	CORE DEPOSIT CREDIT	01-250-000-53000	-10.00
03075		OIL DRY	01-250-000-54999	7.99
04696	DOOR COUNTY TREASURER	APRIL FUEL CHARGES	01-250-000-51650	858.14
08225	HERLACHE SMALL ENGINE	OIL & FILTERS #8 PUMP	01-250-000-53000	50.00
16570	PIONEER FIRE COMPANY	UNIFORM CLOTHING-MONTEVIDEO	01-250-000-52900	37.18
16570		UNIFORMS	01-250-000-52900	51.00
19880	STURGEON BAY UTILITIES	835 N 14TH AVE SALT SHED	01-250-000-56675	5.20
19880		SUNSET CNTR CONC	01-250-000-56675	42.00
19880		FRANK GRASSE MEM SHELTER	01-250-000-56675	13.00
19880		OTUMBA PARK	01-250-000-56675	5.20
19880		WEST SIDE WARMING HOUSE	01-250-000-56675	5.20
19880		WEST SIDE FIRE STATION	01-250-000-56675	42.00
19880		WEST SIDE FIRE STATION	01-250-000-56150	56.57
19880		WEST SIDE FIRE STATION	01-250-000-58650	80.43
19880		38 S NEENAH AVE PAVILLION	01-250-000-56675	5.20
19880		38 S NEENAH AVE RESTRM	01-250-000-56675	26.00
19880		JAYCEES BALLFLD STAND	01-250-000-56675	13.00
19880		JC BALLFLD SPRINKLER	01-250-000-56675	42.00
19880		WEST SIDE BALLFIELD LITES	01-250-000-56675	5.20
19880		916 N 14TH AVE WARNING SIREN	01-250-000-56150	8.34
19880		COVE RD/CANAL RD SIREN	01-250-000-56150	13.72
19880		835 N 14TH AVE SIGN SHED	01-250-000-56675	5.20
19880		CHERRY BLOSSOM PRK	01-250-000-56675	13.00
19880		CLAY BANKS SIREN	01-250-000-56150	14.80
19880		835 N 14TH AVE CITY GAR	01-250-000-56675	42.00
CHASE	JP MORGAN CHASE BANK	CHARGER- JAWS #52	01-250-000-51350	139.13
CHASE		EQUIP REPLACE	01-250-000-51350	95.70
CHASE		SMALL TOOLS	01-250-000-52700	167.29
CHASE		UNIFORM-PAYE	01-250-000-52900	90.96
CHASE		FDIC ENTRY-DIETMAN	01-250-000-55600	100.00
CHASE		FDIC ENTRY-MONTEVIDEO	01-250-000-55600	100.00
CHASE		MARAD REGISTRATIONS	01-250-000-55600	375.00
CHASE		MEALS MARAD TRAINING	01-250-000-55600	38.57
CHASE		MEALS MARAD	01-250-000-55600	30.14
CHASE		MEALS MARAD	01-250-000-55600	41.29
CHASE		MEALS MARAD	01-250-000-55600	45.50
CHASE		MEALS MARAD	01-250-000-55600	16.78
CHASE		MEALS MARAD	01-250-000-55600	26.61
CHASE		MEALS MARAD	01-250-000-55600	45.11
CHASE		MEALS MARAD	01-250-000-55600	32.01
CHASE		MEALS MARAD	01-250-000-55600	37.13
CHASE		MEALS MARAD	01-250-000-55600	72.00
CHASE		MEALS MARAD	01-250-000-55600	39.50
CHASE		HOTEL-FDIC TRN-DIETMAN	01-250-000-55600	367.38
CHASE		HOTEL-FDIC TRN-MONTEVIDEO	01-250-000-55600	367.38
CHASE		HOTEL-MARAD-DIETMAN	01-250-000-55600	260.03
CHASE		HOTEL-MARAD-MONTEVIDEO	01-250-000-55600	260.03
CHASE		MEALS-FDIC TRN	01-250-000-55600	23.69
CHASE		MEALS-FDIC TRN	01-250-000-55600	16.02
CHASE		MEALS-FDIC TRN	01-250-000-55600	26.87
CHASE		MEALS-FDIC TRN	01-250-000-55600	16.44
CHASE		MEALS-FDIC TRN	01-250-000-55600	26.87
CHASE		MEALS-FDIC TRN	01-250-000-55600	32.59
CHASE		TOLL CHARGES	01-250-000-55600	4.50
CHASE		TOLL CHARGES	01-250-000-55600	8.20
CHASE		TOLL CHARGES	01-250-000-55600	8.20

INVOICES DUE ON/BEFORE 06/07/2016

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
CHASE		TOLL CHARGES	01-250-000-55600	2.00
CHASE		TOLL CHARGES	01-250-000-55600	4.00
CHASE		FUEL CHARGES	01-250-000-51650	45.84
CHASE		FUEL CHARGES	01-250-000-51650	54.64
CHASE		FUEL CHARGES	01-250-000-51650	49.44
CHASE		FUEL CHARGES	01-250-000-51650	46.14
CHASE		FUEL CHARGES	01-250-000-51650	35.00
CHASE		MEALS-MARAD	01-250-000-55600	24.89
FIRESMAR	FIRE SMART PROMOTIONS	STICKERS	01-250-000-52250	90.00
O'REILLY	O'REILLY AUTO PARTS	BULBS & FLASHER	01-250-000-53000	7.08
O'REILLY		SWITCH #6	01-250-000-53000	10.13
O'REILLY		AUTO PARTS	01-250-000-53000	8.98
O'REILLY		AIR BRAKE PARTS	01-250-000-53000	29.87
PORT	PORT SUPPLY	BULBS	01-250-000-53000	13.92
R0000586	TRACE ANALYTICS, INC	ANALYSIS PACKETS	01-250-000-56250	330.00
US CELL	US CELLULAR	MONTHLY DATA	01-250-000-58250	62.76
US FIRE	US FIRECOM	PAGER CASES	01-250-000-57550	138.22
WARNER	WARNER-WEXEL WHOLESALE &	TOLIET CLEANER	01-250-000-54999	34.93
		TOTAL		5,331.13
		TOTAL FIRE DEPARTMENT		5,331.13
STREET SWEEPING				
19880	STURGEON BAY UTILITIES	SWEEPER WATER USAGE	01-330-000-53050	21.67
		TOTAL		21.67
		TOTAL STREET SWEEPING		21.67
STREET SIGNS AND MARKINGS				
19275	SHERWIN WILLIAMS	PAINT SPRAYER PARTS	01-420-000-52100	228.30
19275		REPAIR	01-420-000-52100	418.00
BP	BP-MICHIGAN ST	FUEL	01-420-000-52100	13.01
		TOTAL		659.31
		TOTAL STREET SIGNS AND MARKINGS		659.31
STREET MACHINERY				
02005	BAY ELECTRONICS, INC.	TWO WAY RADIO REPAIRS	01-450-000-57550	306.59
03075	CARQUEST OF DOOR COUNTY	SALES TAX ADJUSTMENT	01-450-000-51650	-1.01
03075		SALES TAX ADJUSTMENT	01-450-000-52150	-1.26
03075		SALES TAX CREDIT ADJUSTMENT	01-450-000-53000	-0.87
04696	DOOR COUNTY TREASURER	477.05G UNLD FUEL @ 2.075/G	01-450-000-51650	989.88
04696		569.20G DLS FUEL @ 2.53/G	01-450-000-51650	1,168.56
19240	SERVICE MOTOR CO	SKID STEER HYDRO FLUID	01-450-000-53000	90.05
19959	SUPERIOR CHEMICAL CORP	ANTI-SEIZE	01-450-000-54999	84.88
19965	SUPERIOR SIGNALS INC	4 LIGHT HOUSINGS	01-450-000-53000	197.04
APPLY MS	APPLIED MSS	TRUCK PARTS	01-450-000-53000	183.00

INVOICES DUE ON/BEFORE 06/07/2016

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
FLEETPRI	FLEETPRIDE	BRAKE PARTS	01-450-000-53000	448.81
			TOTAL	3,465.67
			TOTAL STREET MACHINERY	3,465.67
CITY GARAGE				
03075	CARQUEST OF DOOR COUNTY	SALES TAX ADJUSTMENT	01-460-000-54999	-2.61
04603	HALRON LUBRICANTS INC	WASTE OIL PICK UP FEE	01-460-000-58999	30.00
04603		WASTE OIL PICK UP FEE	01-460-000-58999	48.75
06012	FASTENAL COMPANY	18V BATTERIES	01-460-000-54999	119.99
13150	MASTERCRAFT WELDING SYSTEM	FLAT BAR METAL	01-460-000-54999	40.00
19880	STURGEON BAY UTILITIES	835 N 14TH AVE SALT SHED	01-460-000-56150	8.24
19880		835 N 14TH AVE CITY GAR	01-460-000-56150	719.81
19880		835 N 14TH AVE CITY GAR	01-460-000-58650	80.88
			TOTAL	1,045.06
			TOTAL CITY GARAGE	1,045.06
CELEBRATION & ENTERTAINMENT				
06012	FASTENAL COMPANY	HARDWARE	01-480-000-51550	16.88
SRO	SRO EVENTS, INC	2016 3RD HARMONY INSTALL	01-480-000-58999	8,966.67
			TOTAL	8,983.55
			TOTAL CELEBRATION & ENTERTAINMENT	8,983.55
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	3 TRFC WARNING LIGHTS	01-499-000-58000	8.25
			TOTAL	8.25
			TOTAL HIGHWAYS - GENERAL	8.25
PARK & RECREATION ADMIN				
03133	CELLCOM WISCONSIN RSA 10	04/16 BOB B CELL SVC	01-500-000-58250	49.31
16575	PIP PRINTING	GARAGE SALE FLYER	01-500-000-52250	690.60
CDE	PAULA REICHEL	KICK OFF TO SUMMER SHIRTS	01-500-000-52250	858.00
MCMULLEN	MIKAELA MCMULLEN	SUMMER KICK OFF-BALLOON ARTIST	01-500-000-52250	180.00
PULSE	PENINSULA PULSE	ADVERTISING	01-500-000-57450	401.04
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	COLOR TONER	01-500-000-51250	204.46
			TOTAL	2,383.41
			TOTAL PARK & RECREATION ADMIN	2,383.41

INVOICES DUE ON/BEFORE 06/07/2016

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
PARKS AND PLAYGROUNDS				
01766	AURORA MEDICAL GROUP	PRE EMPLOY SCREEN-KLEIST	01-510-000-57100	67.00
01766		10 MRO REVIEWS @ \$8 EA	01-510-000-57100	80.00
03075	CARQUEST OF DOOR COUNTY	SUPPLIES-FISH TABLE REPAIR	01-510-000-51850	38.04
03075		IDLER-PULLEY	01-510-000-53000	15.75
03075		LAMPS,BRACKET,WRK LIGHT	01-510-000-53000	135.44
03075		CREDIT RETURN -IDLER PULLEY	01-510-000-53000	-15.75
03075		PIGTAILS/LAMPS	01-510-000-53000	29.70
03133	CELLCOM WISCONSIN RSA 10	PHONE CHARGERS	01-510-000-54999	109.80
04545	DOOR COUNTY COOPERATIVE	FERTILIZER & GRASS SEED	01-510-000-51750	298.94
04545		FERTILIZER	01-510-000-51750	13.23
04545		GRASS SEED	01-510-000-54999	134.55
04545		WEED KILLER	01-510-000-54999	177.13
04603	HALRON LUBRICANTS INC	GREASE	01-510-000-54999	148.05
04696	DOOR COUNTY TREASURER	413.73 G UNLD FUEL @ 2.075/G	01-510-000-51650	858.49
04696		12.20 G DSL FUEL @ 2.53/G	01-510-000-51650	25.05
08225	HERLACHE SMALL ENGINE	1 STIHL BLOWER	01-510-000-52700	139.95
08225		2 CYCLE -OIL	01-510-000-54999	26.50
13150	MASTERCRAFT WELDING SYSTEM	20' 1/12" ANGLE	01-510-000-54999	40.00
19880	STURGEON BAY UTILITIES	SUNSET CNTR CONC	01-510-000-56150	59.21
19880		SUNSET CNTR CONC	01-510-000-58650	56.69
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	47.29
19880		FRANK GRASSE MEM SHELTER	01-510-000-58650	85.52
19880		OTUMBA PARK	01-510-000-56150	32.01
19880		OTUMBA PARK	01-510-000-58650	20.03
19880		WEST SIDE WARMING HOUSE	01-510-000-56150	53.13
19880		WEST SIDE WARMING HOUSE	01-510-000-58650	93.36
19880		JAYCEES BALLFLD STAND	01-510-000-56150	19.59
19880		OTUMBA PRK WALKWAY LITES	01-510-000-56150	25.95
19880		OTUMBA PRK/ STREET LTG	01-510-000-56150	142.86
19880		FLORIDA ST/SUNSET PRK	01-510-000-56150	13.42
19880		835 N 14TH AVE SIGN SHED	01-510-000-56150	16.56
19880		CHERRY BLOSSOM PRK	01-510-000-56150	21.55
19880		CHERRY BLOSSOM PRK	01-510-000-58650	26.55
BE RIGHT	BENNY R TEICH	RE KEY MEM FLD	01-510-000-54999	315.00
MRK NIEL	MARK NIELSON	2016 WORK BOOT REIMB-M NIELSON	01-510-000-56800	100.00
O'REILLY	O'REILLY AUTO PARTS	MIRROR	01-510-000-53000	2.99
O'REILLY		PULLEY FOR P10	01-510-000-53000	48.06
R0001379	REBECCA OSBORNE	WORK PERMIT REIMB-R OSBORNE	01-510-000-54999	10.00
TLB	TLB WOOD PRODUCTS CORP	80 YRDS BROWN MULCH	01-510-000-51750	1,480.00
TLB		FREIGHT	01-510-000-51750	360.00
WARNER	WARNER-WEXEL WHOLESALE &	HAND SOAP	01-510-000-54999	51.07
WARNER		GLOVES	01-510-000-54999	52.50
WARNER		DISINFECTANT	01-510-000-54999	44.28
WARNER		GLOVES & CLEANING SUPPLIES	01-510-000-54999	72.98
TOTAL				5,572.47
TOTAL PARKS AND PLAYGROUNDS				5,572.47
BALLFIELDS				
20900	TRU GREEN CHEMLAWN	WEED & FEED BALLFLDS	01-520-000-56500	148.00
20900		WEED & FEED BALLFLDS	01-520-000-56500	120.00
20900		WEED & FEED BALLFLD	01-520-000-56500	63.00
20900		WEED & FEED BALLFLD	01-520-000-56500	103.00

INVOICES DUE ON/BEFORE 06/07/2016

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
20900		WEED & FEED BALLFLD	01-520-000-56500	78.00
20900		WEED & FEED BALLFLDS	01-520-000-56500	78.00
20900		WEED & FEED BALL BALLFLDS	01-520-000-56500	78.00
20900		WEED & FEED BALLFLD	01-520-000-56500	83.00
			TOTAL	751.00
			TOTAL BALLFIELDS	751.00
MUNICIPAL DOCKS				
19880	STURGEON BAY UTILITIES	36 S NEENAH PKG LOT LTS	01-550-000-56150	176.22
19880		38 S NEENAH AVE PAVILLION	01-550-000-56150	20.96
19880		38 S NEENAH AVE PAVILLION	01-550-000-58650	89.56
19880		38 S NEENAH AVE RESTRM	01-550-000-56150	168.81
19880		38 S NEENAH AVE RESTRM	01-550-000-58650	242.28
PORT	PORT SUPPLY	DOCK BOX	01-550-000-54999	299.98
VIKING	VIKING ELECTRIC SUPPLY, INC	LIGHTS	01-550-000-54999	202.64
			TOTAL	1,200.45
			TOTAL MUNICIPAL DOCKS	1,200.45
WATER WEED MANAGEMENT				
06012	FASTENAL COMPANY	SUPPLIES	01-560-000-51400	13.86
			TOTAL	13.86
			TOTAL WATER WEED MANAGEMENT	13.86
WATERFRONT PARKS & WALKWAYS				
13049	MAY'S SPORT CENTER	BLADES	01-570-000-54999	7.70
19880	STURGEON BAY UTILITIES	DC MUSEUM WALKWAY LITES	01-570-000-56150	14.89
19880		DC MUSEUM PRK LOT LIGHTS	01-570-000-56150	120.86
			TOTAL	143.45
			TOTAL WATERFRONT PARKS & WALKWAYS	143.45
COMMUNITY & ECONOMIC DEVLPMT				
23830	WOLTER ENGRAVING	NAME PLATE-STEVEN HURLEY	01-900-000-54999	13.10
CHASE	JP MORGAN CHASE BANK	DCEDC ANNL LUNCHEON MTG	01-900-000-55600	66.00
CHASE		MEAL EXP/OLEJNICZAK	01-900-000-55600	9.00
CHASE		MEAL EXP/OLEJNICZAK	01-900-000-55600	5.20
CHASE		MEAL EXP/OLEJNICZAK	01-900-000-55600	10.92
CHASE		BAGGAGE FEE/OLEJNICZAK	01-900-000-55600	25.00
CHASE		AIRPORT PARKING/OLEJNICZAK	01-900-000-55600	40.00
CHASE		HOTEL/OLEJNICZAK	01-900-000-55600	670.94
CHASE		CONF FEE/KERNOSKY	01-900-000-55600	175.00

DATE: 05/31/2016
 TIME: 14:15:41
 ID: AP443000.CST

CITY OF STURGEON BAY
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/07/2016

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
			TOTAL	1,015.16
			TOTAL COMMUNITY & ECONOMIC DEVLPMT	1,015.16
			TOTAL GENERAL FUND	59,104.98
CAPITAL FUND				
PATROL				
11545	MAPLE STREET SIGN CO.	INSTALL GRAPHIC NEW SQD # 20	10-215-000-59035	467.50
			TOTAL	467.50
			TOTAL PATROL	467.50
FIRE DEPARTMENT				
EXPENSE				
CLEANAIR	CLEAN AIR CONCEPTS	EXHAUST HOSES	10-250-000-59070	4,761.93
PAULCONW	PAUL CONWAY SHIELDS	LDH HOSE	10-250-000-59070	2,396.00
PAULCONW		1/34 X 2/12 HOSE	10-250-000-59070	6,240.00
SETCOM	SETCOM CORPORATION	HEAD SET TENDER #3	10-250-000-59060	3,302.32
SETCOM		HEAD SET ENGINE #4	10-250-000-59055	2,262.82
			TOTAL EXPENSE	18,963.07
			TOTAL FIRE DEPARTMENT	18,963.07
ROADWAYS/STREETS				
EXPENSE				
TREETOP	TREETOP PRODUCTS CONSOLIDATED	4 6' MADISON BENCHES	10-400-000-59095	3,269.63
			TOTAL EXPENSE	3,269.63
GEORGIA STREET ROADWAY EXTEN.				
10750	PREMIER CONCRETE INC	247.14 TN BREAKER RUN	10-400-111-59095	1,791.77
			TOTAL GEORGIA STREET ROADWAY EXTEN.	1,791.77
			TOTAL ROADWAYS/STREETS	5,061.40
PARKS AND PLAYGROUNDS				
EXPENSE				
06580	FOTH AND VAN DYKE	BRAD LAKE WATER STRATEGY	10-510-000-59025	1,266.20
			TOTAL EXPENSE	1,266.20
			TOTAL PARKS AND PLAYGROUNDS	1,266.20
			TOTAL CAPITAL FUND	25,758.17

DATE: 05/31/2016
TIME: 14:15:41
ID: AP443000.CST

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/07/2016

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CABLE TV				
CABLE TV / GENERAL				
03159	CHARTER COMMUNICATIONS	05/16 CB MUSIC	21-000-000-58999	179.54
CHASE	JP MORGAN CHASE BANK	I PAD REPAIR	21-000-000-56250	104.27
CHASE		TABLET CASE	21-000-000-52700	37.91
MANN	MANN COMMUNICATIONS, LLC	06/07/16 CONTRACT	21-000-000-55015	4,685.00
TOTAL CABLE TV / GENERAL				5,006.72
TOTAL CABLE TV / GENERAL				5,006.72
TOTAL CABLE TV				5,006.72
TID #4 DISTRICT				
TID #4 DISTRICT				
CHART CO	CHARTER COMMUNICATIONS	CONVERT AERIAL TO UNDERGROUND	28-340-000-59095	7,138.78
R0000794	AT&T MIDWEST	RELOCATE UTILITIES UNDERGRND	28-340-000-59082	9,029.82
TOTAL				16,168.60
TOTAL TID #4 DISTRICT				16,168.60
TOTAL TID #4 DISTRICT				16,168.60
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
03075	CARQUEST OF DOOR COUNTY	SALES TAX ADJUSTMENT	60-000-000-52050	-2.10
04696	DOOR COUNTY TREASURER	800.13 G DSL @ 2.053/G	60-000-000-51650	1,642.67
23690	WI DNR ENVIRONMENTAL FEES	ENVIRONMENTAL FEE	60-000-000-54999	176.00
JX ENT	JX ENTERPRISES, INC.	HORN COVER	60-000-000-53000	39.24
JX ENT		TIE ROD ENDS	60-000-000-53000	9.56
JX ENT		AI CARTRIDGE	60-000-000-53000	46.54
JX ENT		AIR DRYER- #39	60-000-000-53000	463.06
POMPS	POMP'S TIRE SERVICE. INC	ALL WHEEL ALIGNMENT-#41	60-000-000-56250	240.00
POMPS		ALL WHEEL ALIGNMENT-#39	60-000-000-56250	240.00
RESLER	TROY RESLER	2016 WORK BOOT REIMB/RESLER	60-000-000-56800	100.00
TOTAL SOLID WASTE ENTERPRISE FUND				2,954.97
TOTAL SOLID WASTE ENTERPRISE FUND				2,954.97
TOTAL SOLID WASTE ENTERPRISE				2,954.97
TOTAL ALL FUNDS				108,993.44

MANUAL CHECKS

BP AMOCO 05/18/16 Check # 79381 Statement Charges 01-215-000-51650	\$47.70
BENEFIT ADVANTAGE 05/18/16 Check # 79382 Cobra Fees 01-600-000-50510	\$25.00
MINNESOTA LIFE INSURANCE 05/18/16 Check # 79383 June Life Insurance 01-600-000-50552	\$1,745.96
SUN LIFE FINANCIAL 05/18/16 Check # 79384 May & June Short and Long Term Disability 01-000-000-21545	\$3,794.92
SUPERIOR VISION INSURANCE 05/18/16 Check # 79385 June Vision Insurance 01-000-000-21540	\$766.05
SOUTHERN DOOR SCHOOL 05/20/16 Check #79392 April Mobile Home Tax 01-000-000-41300	\$237.66
STURGEON BAY SCHOOLS 05/20/16 Check #79393 April Mobile Home Tax 01-000-000-41300	\$3,322.36
TOTAL MANUAL CHECKS	\$ 9,939.65

INVOICES DUE ON/BEFORE 06/07/2016

VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE

SUMMARY OF FUNDS:

GENERAL FUND	59,104.98	69,044.63
CAPITAL FUND	25,758.17	
CABLE TV	5,006.72	
TID #4 DISTRICT	16,168.60	
SOLID WASTE ENTERPRISE	2,954.97	
TOTAL --- ALL FUNDS	108,993.44	118,933.09

Stewart Smith

5-31-16

John P. Smith

5-31-16

COMMON COUNCIL
May 17, 2016

A regular meeting of the Common Council was called to order at 7:02 p.m. by Mayor Birmingham. The Pledge of Allegiance was recited. Roll call: Catarozoli, Vandertie, Ireland, Wiesner, Stults, Fett, and Gregory were present.

A proclamation was presented for National Safe Boating Week.

Gregory/Wiesner to adopt agenda. Carried.

Fett/Stults to approve 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. Carried.

Fett/Ireland to approve 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 the following reports on file:
 - (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 and 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.

Carried.

Wiesner/Gregory to confirm the following mayoral appointments:

Zoning Board of Appeals – 3 year term

Andrew Starr
Richard Jennings – Alt. No. 1

Sturgeon Bay Visitor Center – 1 year term

Ronald Vandertie, Council Rep

Scott Moore, 947 Pennsylvania Street and Mike Orlock, 947 Michigan Street spoke on “Common Council meeting times.” Stults/Vandertie to set 12 noon on the 1st and 3rd Tuesday of each month as the regular meeting time for the Common Council throughout the year. Discussion took place regarding evening meeting times vs. day meeting times, meeting times of other villages and towns in the County, that some people might not be able to make day meeting, and that some people might not be able to make evening meeting. Roll call: Vandertie, Ireland, Wiesner, Stults, and Fett voted aye. Catarozoli and Gregory voted no. Carried.

City Engineer Shefchik presented the 2016 award of contract for Project 1602-Street Maintenance Program. Fett/Stults to 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, Carried.

A public hearing regarding the vacating of a portion of North Madison Avenue was opened at 7:27 p.m. and declared closed at 7:28 p.m.

Wiesner/Ireland to adopt the resolution to vacate a portion of North Madison Avenue, subject to not recording the resolution until the CSM is approved by Council. Carried.

Scott Moore, 947 Pennsylvania Street spoke on the Fee Schedule Resolution. Discussion took place regarding certain fees within the City that staff reviewed and ultimately proposed changes on. Fett/Stults to adopt the resolution regarding fee changes. Carried with Gregory voting no.

Wiesner/Catarozoli to read in title only and adopt the second reading of the ordinance repealing and recreating Section 15.01(4) of the Municipal Code (Building Code). Carried.

RECOMMENDATION

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

Introduced by Fett. Fett/Ireland to adopt. Carried.

RECOMMENDATION

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.

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

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

The following people spoke during public comment: Chris Kellems, 120 Alabama Street; Mike Orlock, 947 Michigan Street.

The Mayor made his comments.

Scott Moore, 947 Pennsylvania Street spoke on going into closed session.

After the Mayor announced the statutory basis, Fett/Stults to 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; and 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) (a) Consideration of: Development proposal and incentives for West Side Waterfront Redevelopment Project –The Bay Lofts by New Urban Focus, Inc. Roll call: All voted aye. Carried.

The meeting moved to closed session at 8:16 p.m. and adjourned at 9:23 p.m.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/Human Resources Director

A M E N D E D**COMMUNITY PROTECTION & SERVICES COMMITTEE****April 14, 2016**

A meeting of the Community Protection & Services Committee was called to order at 4:30 p.m. by Chairperson Wiesner in Council Chambers, City Hall. **Roll Call:** Members Mr. Wiesner, Mr. Ireland and Mr. Gregory were present. Also present was Mr. VanLieshout, Marty Olejniczak, Alderman Fett, Brett Timme and Julie Davis.

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

1. Roll call
2. Adoption of agenda
3. Consideration of: Installation of a Street Light near the Intersection of Nebraska Street and the Boys and Girls Club Alley/Gym.
4. Consideration of: Amendment to Sturgeon Bay Building Code (Chapter 15) Relating to Delegated Municipality for Plan Review
5. Adjourn

Carried.

Consideration of: Installation of a Street Light near the Intersection of Nebraska Street and the Boys and Girls Club Alley/Gym.

Stewart Fett: 1324 N. 11th Place, Dist. 6 Alderman and Boys & Girls Club board member introduced Julie Davis. Julie Davis: 717 Oregon Street and CEO of the Boys & Girls Club explained to the committee the area around the back ally off Nebraska is busy with traffic during pick-up hours. Each day there are over 100 kids that attend the Club, which produces a high safety risk when parents are pulling in and out of the back of the building. Placing a street light near the intersection would help make it easier for kids to be seen.

Mr. Fett spoke with Jason Bieri from Sturgeon Bay Utilities; there is a pole in the location that a light can be put on. There would be no installation fee; but there would be a monthly fee. It was suggested to place an LED light on the pole; LED lights use less energy, are lower in maintenance and last longer.

Moved by Mr. Ireland, seconded by Mr. Gregory recommend installing a street light near the Intersection of Nebraska Street and the Boys and Girls Club alley. All ayes. Carried.

Consideration of: Amendment to Sturgeon Bay Building Code (Chapter 15) Relating to Delegated Municipality for Plan Review

Marty Olejniczak reported the city recently approved an amendment to the building inspection services contract with Safebuilt. The amendment relates to the city becoming an Appointed Agent for Plan Review, where Safebuilt will continue to conduct building plan reviews for essentially all commercial building projects. In addition to the amendment, the city would need to obtain approval from the State

to amend the building code. This has been approved, so the final step is now adoption of the amendment to the municipal building code.

Currently, Plan reviews above the allotted threshold level of the city will need to still go thru the state, if they are too big to handle locally. The proposed code amendment provides that all commercial plans can be reviewed locally. There is no cost to the city. The city would keep 15% of the plan review fees that are currently going to the state, so there would be a slight positive local fiscal impact.

Moved by Mr. Gregory, seconded by Mr. Ireland that the City of Sturgeon Bay Community Protection & Services Committee recommends to Council to repeal and recreate Section 15.01(4) of the Municipal Code (Building Code). All ayes. Carried.

Moved by Mr. Gregory, seconded by Mr. Ireland to adjourn the meeting of the Community Protection Services Committee. All ayes. Carried. The meeting was adjourned at 4:39 p.m.

Respectfully submitted,

Sarah Spude-Olson
Police Department
Administrative Office Manager

WATERFRONT DESIGN REVIEW BOARD

Tuesday, May 10, 2016

The Waterfront Design Review Board meeting was called to order at 12:00 p.m. by Vice-Chairperson Dennis Statz in Council Chambers, City Hall, 421 Michigan Street.

Roll call: Members Shelly Phelps, Eric Paulsen, Dennis Statz, and James Goodwin were present. Also present were City Administrator Josh Van Lieshout, Planner/Zoning Administrator Ryan Kernosky, and Community Development Secretary Cheryl Nault.

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from March 16, 2016.
4. Consideration of: Facade changes to Brick Lot Pub & Grill, 253 N. 3rd Avenue.
5. Consideration of: Signage for Healthy Way Market, 142 S. 3rd Avenue.
6. Adjourn.

Carried.

Approval of minutes from March 16, 2016: Moved by Mr. Goodwin, seconded by Mr. Paulsen to approve the minutes from March 16, 2016. Carried.

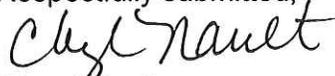
Consideration of: Facade changes to Brick Lot Pub & Grill, 253 N. 3rd Avenue: Wendy Carter, owner of Brick Lot Pub & Grill, and Contractor Brian Lackie, presented the proposed plans to remove the two windows to the right of the entrance door and replace them with an 8' x 7' aluminum and glass garage door that can only be opened from the inside. There will be an approximate two-inch lip at the bottom of the door where it meets the sidewalk. It will also have a similar appearance to the storefront located to the right of the building.

After a short discussion, it was moved by Mr. Paulsen, seconded by Mr. Goodwin to issue a certificate of appropriateness as presented. All ayes. Carried.

Consideration of: Signage for Healthy Way Market, 142 S. 3rd Avenue: Mr. Kernosky stated that item #5 is postponed until a future meeting.

Adjourn: Moved by Mr. Goodwin, seconded by Mr. Paulsen to adjourn. All ayes. Carried. Meeting adjourned at 12:07 p.m.

Respectfully submitted,



Cheryl Nault
Community Development Secretary

FINANCE/PURCHASING & BUILDING COMMITTEE
May 10, 2016

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:00 pm by Alderperson Fett in the Council Chambers, City Hall. Roll call: Alderpersons Fett and Stults were present. Alderperson Ireland was excused. Also present: Finance Director/City Treasurer Clarizio 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: Request from Door County Veterans Service Council to waive sign permit fee.
4. Review of unfinished business list.
5. Review bills.
6. Adjourn.

Carried.

Consideration of: Request from Door County Veteran Service Council to waive sign permit fee:

Finance Director/City Treasurer Clarizio briefly stated that the Door County Veteran Service Council is requesting to waive banner and temporary sign permit fees in the amount of \$60.00.

Moved by Alderperson Stults, seconded by Alderperson Fett to waive the sign permit fees for Door County Veterans Service Council in the amount of \$60.00. Carried.

The unfinished business list was briefly discussed.

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 4:01 pm.

Respectfully submitted,


Tricia Metzger

CABLE COMMUNICATION SYSTEM ADVISORY COUNCIL
May 12, 2016

The Cable Communication System Advisory Council was called to order at 4:45 p.m. by Chairperson Wiesner in Council Chambers, City Hall. Roll call: Mr. Wiesner, Mr. Loss, Mr. Ostrand, Mr. Tjernagel and Mr. Clinkenbeard were present. Also present: Jason Mann of Mann Communications, LLC and City Administrator VanLieshout.

Moved by Mr. Loss, seconded by Mr. Ostrand to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Cable TV Update
4. Adjourn.

Carried.

Cable TV Update

Jason Mann of Mann Communications, LLC gave background on the City's public access channel for new committee members. Event coverage is on track with space for about 30 events on the schedule including; DCOMM Speaker Series, St. Patrick's Day parade, Memorial Day event at City Hall, Harmony by the Bay, Fourth of July Fireworks and the Christmas Parade to name a few. Other events looked at filling the schedule include; City personnel interviews and YMCA Wisdom Wednesdays.

Mr. Mann gave details on the four public access channels: tourism, community, government and school. Public input for non-commercial show ideas is always sought after; however, no advertisements are permitted. Submissions (videos) can be dropped off or sent in to be placed on the appropriate channel, as long as they meet all criteria. *Information on how to submit material and the standard criteria will be placed on the City website for reference.*

Tourism Channel Update: About 130 shows of Discover Wisconsin has been received and added to programming.

Community Channel Update: Local concerts and SBHS graduation are some of the programs placed on this channel. The Community Bulletin Board is free of charge and offered to anyone who would like to list a local event.

Government Channel Update: In 2015, due to larger Common Council meetings, the City approved the purchase of new sound boards and speakers so that enhancements could be made to the equipment for better quality. In return, this new equipment helps the community as it has been used by other groups. Live streaming was also able to be placed on the website. *One item of thought was to bring in short interview segments with City staff to explain in further detail items on the Council agenda that may need clarification for the public.*

School Channel Update: Monthly School Board meetings are shown on this channel; live streaming as well. There is direct access to the cable server so items can be updated last minute. Jason would like to see more student submissions to this channel.

Previous items of discussion: Mr. Mann would like to develop a space created for a small studio to be setup where live video interviews could be conducted after meeting; also acquire a mobile studio where a live remote can get broadcasted on location.

Going forward: Mr. Mann is looking to purchase a tri-caster production box on site allowing for usage of two cameras that could edit material instantly. Currently video goes up on the public access channel without editing. The recording equipment presently used is a work-horse camera that has been in use over five years, which has been longer than what was expected; editing, however, takes additional time and resources.

The committee agreed that the future of the public access channels, and the way programming will be developed, should be open to communication with the people of the community. It would be good to see events identified that people would like to see broadcasted.

Mr. Wiesner would like to see a copy of the budget; what has been spent and where there is a need for money. He would also like to see a current list of programming. Next meeting it is proposed that Mr. Mann will have this information for the committee to view. Also to be discussed at the next meeting will be what the committee feels should be shown on the public access channels; and what kind of equipment may be needed to do this.

Moved by Mr. Loss, seconded by Mr. Ostrand to adjourn. Carried. The meeting adjourned at 5:37 p.m.

Respectfully submitted,

Sarah Spude-Olson
SBPD Office Manager

COMMUNITY PROTECTION & SERVICES COMMITTEE**May 12, 2016**

A meeting of the Community Protection & Services Committee was called to order at 5:38 p.m. by Chairperson Wiesner in Council Chambers, City Hall. **Roll Call:** Members Mr. Wiesner and Ms. Catarozoli were present.

Moved by Ms. Catarozoli, seconded by Mr. Wiesner to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Request of 1 Anytime Ride to operate in City of Sturgeon Bay
5. Adjourn

Carried.

Request of 1 Anytime Ride to Operate in City of Sturgeon Bay

Nicole Warwick, 1 Anytime Ride, spoke on her intentions for starting a new taxicab company in the City of Sturgeon Bay. Ms. Warwick is working with Care Wisconsin and Lakeland medical providing transportation to clients. She is starting with one vehicle, but has a plan to purchase another in the near future; and in six months hopes to add two minivans. Ms. Warwick plans to keep her vehicles maintained locally. When she has enough vehicles in her fleet, she has employees already lined up to work. For the past year she has been managing Door County Cab, and has experience running a taxicab company. Lastly, Ms. Warwick is an advocate for safe rides, and reducing the risks involved with drinking and driving.

Moved by Ms. Catarozoli, seconded by Mr. Wiesner that the City of Sturgeon Bay Community Protection & Services Committee hold a public hearing in the Council Chambers, 421 Michigan Street, Sturgeon Bay, Door County, Wisconsin, date and time to be determined, to address the request from 1 Anytime Ride, Nicole Warwick, to operate a taxicab in the City of Sturgeon Bay. All ayes. Carried.

Moved by Mr. Wiesner, seconded by Ms. Catarozoli to adjourn the meeting of the Community Protection Services Committee. All ayes. Carried. The meeting was adjourned at 5:50 p.m.

Respectfully submitted,

Sarah Spude-Olson
Police Department
Administrative Office Manager

WATERFRONT DESIGN REVIEW BOARD

Tuesday, May 16, 2016

The Waterfront Design Review Board meeting was called to order at 12:10 p.m. by Vice-Chairperson Dennis Statz in Community Room, City Hall, 421 Michigan Street.

Roll call: Members Shelly Phelps, Dennis Statz, and James Goodwin were present. Excused: Member Eric Paulsen. Also present were Adam Goettelman, Planner/Zoning Administrator Ryan Kernosky, and Community Development Secretary Cheryl Nault.

Adoption of agenda: Moved by Mr. Goodwin, seconded by Ms. Phelps to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from May 10, 2016.
4. Consideration of: Signage and facade update for Healthy Way Market, 142 S. 3rd Avenue.
5. Adjourn.

Carried.

Approval of minutes from May 10, 2016: Moved by Mr. Goodwin, seconded by Ms. Phelps to approve the minutes from May 10, 2016. Carried.

Consideration of: Signage and facade update for Healthy Way Market, 142 S. 3rd Avenue: Adam Goettelman, owner of Healthy Way Market, presented the proposed signage and facade changes to the building. He would like to remove the two grid windows and replace them with glass set in an aluminum channel. The front door will be replaced with a 42" wide, full glass door and 12 inch kick panel, with an aluminum dark bronze frame and panic bar. The trim will be painted a green color, with a light brown being the choice for the color of the brick on the side of the building. The building's front brick will not be changing.

The existing octagon projecting sign will be replaced with a black and white sign in the same frame, with LED lighting. A temporary banner is proposed for the front of the building and will be replaced with a permanent sign in the future.

After a short discussion, it was moved by Mr. Goodwin, seconded by Ms. Phelps to issue a certificate of appropriateness as presented. All ayes. Carried.

Adjourn: Moved by Ms. Phelps, seconded by Mr. Goodwin to adjourn. All ayes. Carried. Meeting adjourned at 12:23 p.m.

Respectfully submitted,



Cheryl Nault
Community Development Secretary

AESTHETIC DESIGN & SITE PLAN REVIEW BOARD

Monday, May 16, 2016

The Aesthetic Design & Site Plan Review Board meeting was called to order at 7:01 p.m. by Chairperson Mark Lake in Community Room, City Hall, 421 Michigan St.

Roll call: Members Josh Van Lieshout, Jeff Serafico, and Mark Lake were present. Excused: Members Dennis Van Bramer and Mark Lake. Also present were Dan Schott, Planner/Zoning Administrator Ryan Kernosky, and Community Development Secretary Cheryl Nault.

Adoption of agenda: Moved by Mr. Serafico, seconded by Mr. Van Lieshout to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from March 7, 2016.
4. Consideration of: Proposed 24' x 40' pavilion for Marina View Apartments, 306 Nautical Drive.
5. Adjourn.

Carried.

Approval of minutes from March 7, 2016: Moved by Mr. Serafico, seconded by Mr. Burk to approve the minutes from March 7, 2016. All ayes. Carried.

Consideration of: Proposed 24' x 40' pavilion for Marina View Apartments, 306 Nautical Drive: Dan Schott, owner of Marina View Apartments, presented his proposed plans to construct a 24' x 40' pavilion for use by the apartment residents and the marina. The pavilion will have a concrete floor and match the rest of the buildings on the property, including the blue color and white trim. It will be supported with 10 treated lumber posts. There will be no ceiling, just trusses. It will have a 3:12 roof pitch and 8 feet high, with 12 feet high at the peak. The pavilion will be located near the bath house to the west.

Mr. Van Lieshout stated that his preference would be to wrap the posts and also to install a ceiling to prevent nesting of birds, bees, etc.

Mr. Kernosky mentioned that the pavilion cannot be constructed any higher than the bath house. It meets all setback requirements.

After further discussion, it was moved by Mr. Van Lieshout, seconded by Mr. Serafico to approve the request for a 24' x 40' pavilion, with the conditions that the treatments and colors match the apartments and the 10 treated lumber posts are wrapped to match the white trim. All ayes. Carried.

Adjourn: Moved by Mr. Serafico, seconded by Mr. Van Lieshout to adjourn. Carried. Meeting adjourned at 7:13 p.m.

Respectfully submitted,



Cheryl Nault
Community Development Secretary

CITY PLAN COMMISSION

Wednesday, May 18, 2016

A meeting of the City Plan Commission was called to order at 7:00 p.m. by Chairperson Rick Wiesner in Council Chambers, City Hall, 421 Michigan Street.

Roll call: Members Rick Wiesner, Ron Vandertie, Jeff Norland, Mike Gilson, Steven Hurley, Bob Starr, and Dennis Statz and were present. Also present were City Administrator Josh Van Lieshout, Planner/Zoning Administrator Ryan Kernosky, Community Development Director Marty Olejniczak, and Community Development Secretary Cheryl Nault.

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from March 16, 2016.
4. Consideration of: Memorial Drive shoreline improvements for Austad Family Trust, 942 Memorial Drive.
5. Presentation of: Zoning map amendment from Single-Family Residential (R-2) to Multi-Family Residential (R-4) for Doneff Land Company, LLC, for a vacant parcel located on N. 9th Avenue, east of the Big Hill Regency House, parcel #281-62-17000105B.
6. Consideration of: Modification of PUD for Maritime Museum addition, 120 N. Madison Avenue.
7. Consideration of: Approval of Certified Survey Map (CSM) for New Urban Focus (Bay Lofts), 49 N. Madison Avenue.
8. Consideration of: Official name for new public street abutting the north side of Cadence (1425 S. Neenah Avenue)
9. Consideration of: Zoning code amendment relating to minimum roof pitch for dwellings.
10. Consideration of: Zoning code amendment relating to requiring a garage for all newly constructed dwellings.
11. Election of Vice-Chair.
12. Public comment on non-agenda items.

Carried.

Approval of minutes from March 16, 2016: Moved by Mr. Gilson, seconded by Mr. Vandertie to approve the minutes from March 16, 2016. All ayes. Carried.

Consideration of: Memorial Drive shoreline improvements for Austad Family Trust, 942 Memorial Drive: Mr. Kernosky explained that the Austad Family Trust would like to modify the shoreline property on Memorial Drive. The Municipal Code has restrictions for a scenic easement. The landscape proposal is to create a 4 foot concrete sidewalk from the curb along Memorial Drive to the existing dock, as well as a concrete fire pit area. The seawall proposal would fill 4 feet towards the bay with a 2 foot wide seawall. They would also like to plant three trees.

Mr. Olejniczak added that no buildings are allowed along the shoreline. The City maintains the property and nothing can interfere with the City cutting grass. John Wiese had previously been approved to make improvements. Trees cannot grow more than 3 feet tall.

Mr. Gilson stated that this is a scenic easement to protect the view. What they are proposing fits in except for the trees.

Dan Austad said he would withdraw the request for three trees, but in turn would like the existing tree removed.

Mr. Olejniczak said that Council approval is needed as well as DNR approval beyond the shoreline.

After further discussion, it was moved by Mr. Gilson, seconded by Mr. Statz to recommend to Council approval of the landscaping proposal as presented, with the exception of three trees and subject to DNR approval for the shoreline changes. All ayes. Carried.

Presentation of: Zoning map amendment from Single-Family Residential (R-2) to Multi-Family Residential (R-4) for Doneff Land Company, LLC, for a vacant parcel located on N. 9th Avenue, east of the Big Hill Regency House, parcel #281-62-17000105B: Mr. Kernosky stated that Doneff Land Company is requesting to rezone a vacant parcel located west of N. 9th Ct. from Single-Family Residential (R-2) to Multi-Family Residential (R-4). They are proposing a 20 unit multi-family structure to be built on the vacant parcel. A public hearing will be held in June, followed by a recommendation to Council.

No action was needed.

Consideration of: Modification of PUD for Maritime Museum addition, 120 N. Madison Avenue: The Maritime Museum presented new plans to relocate the proposed tower. The tower's location was originally placed in the central area of the museum. They would like to shift it to the northeast side of the museum.

According to Architect Ben Schenkelberg, the reason for relocating the tower is for visual reasons. Where originally proposed, there is no water view. This also allows the first and second floor addition to have more windows. The back of the building would be placed up to the museum.

After a short discussion, it was moved by Mr. Starr, seconded by Mr. Norland to approve the modification of the PUD for the Maritime Museum. All ayes. Carried.

Consideration of: Approval of Certified Survey Map (CSM) for New Urban Focus (Bay Lofts), 49 N. Madison Avenue: Mr. Olejniczak stated that in regard to the parameters of the PUD for Bay Lofts, the City would vacate the triangular shape piece of property on Madison Avenue in exchange for right-of-way. The Council had approved the vacation of the right-of-way.

The Commission discussed the certified survey map. Moved by Mr. Vandertie, seconded by Mr. Statz to recommend to Council approval of the certified survey map (CSM) for Bay Lofts. All ayes. Carried.

Consideration of: Official name for new public street abutting the north side of Cadence (1425 S. Neenah Avenue): Mr. Kernosky stated that just north of Cadence the City is in the process of building a street. In order to get updated by the County, the street needs to be named with a nautical term beginning with an I or H.

Mr. Olejniczak added that Cadence was asked if they had any suggestions for a street name and they would prefer a shorter name.

A list of possible names were given to the Commission to choose from. Helm Street was one of the suggestions, but Mr. Hurley thought it sounded too much like Elm Street. Inlet was also a suggestion. After discussion, it was moved by Mr. Statz, seconded by Mr. Vandertie to recommend to Council Helm Street as the new street name. All ayes. Carried.

Consideration of: Zoning code amendment relating to minimum roof pitch for dwellings: Mr. Kernosky stated that this item was in regard to roof pitch requirements in the R-1, R-2, R-3, and R-4 Residential zoning districts and if the Plan Commission wanted to pursue this item. Architect Virge Temme has started a focus group of 24 people ranging from age 24 to 70 years old to get different ideas regarding architecture preference. She had submitted photos of different low pitched roofs that are below the minimum roof pitch allowed, which is a 4:12 pitch.

Mr. Wiesner stated that anything less than a 4:12 pitch becomes hard to support. Just because plans can be drawn doesn't mean that they can be built.

Mr. Olejniczak said any existing flat roofs would be exempt and should only pertain to new construction.

By consensus staff was directed to draft language for the next meeting.

Consideration of: Zoning code amendment relating to requiring a garage for all newly constructed dwellings: Mr. Olejniczak stated that currently garages are not required when new homes are built. It was suggested that Sturgeon Bay require a garage with new dwellings. Habitat for Humanity does not build garages. Options are to require an attached garage for new construction with a minimum floor area, such as 240 square feet, or require either an attached or detached garage with a minimum floor area, such as 240 square feet.

Mr. Starr stated most prefer attached garages. A detached garage may be an only option in some cases.

After further discussion, it was moved by Mr. Starr, seconded by Mr. Vandertie to incorporate language into the Municipal Code by adding section 20.9(08(7)(i) as follows: *For all dwellings constructed after the effective date in this paragraph, an either attached or detached accessory building with a minimum floor area of 240 square feet shall be constructed.* All ayes. Carried.

Election of Vice-Chair: Moved by Mr. Gilson, seconded by Mr. Starr to nominate Dennis Statz as Vice-Chair. All ayes. Carried.

Public comment on non-agenda items: No one spoke during public comment.

Adjourn: Moved by Mr. Starr, seconded by Mr. Norland to adjourn. Carried. Meeting adjourned at 7:54 p.m.

Respectfully submitted,



Cheryl Nault
Community Development Secretary

PARKING & TRAFFIC COMMITTEE**May 23, 2016**

A meeting of the Parking & Traffic Committee was called to order at 3:30 p.m. by Chairperson Stults in Council Chambers, City Hall, 421 Michigan Street.

Members Will Gregory, Ron Vandertie and Jerry Stults were present. Also present: City Engineer Chad Shefchik, Community Development Director Marty Olejniczak, City Administrator Josh VanLieshout, Municipal Services Director Bob Bordeau, and Municipal Services Secretary Colleen DeGrave.

Moved by Ald. Gregory, seconded by Ald. Vandertie to adopt the following agenda:

1. **Roll call.**
2. **Adoption of agenda.**
3. **Approval of minutes from 02/15/2016.**
4. **Public comment on non-agenda items.**
5. **Consideration of: Parking on W. side of 3rd Ave. between 1st Ave. & Jefferson St.**
6. **Adjourn.**

All in favor. Carried.

Moved by Ald. Vandertie, seconded by Ald. Gregory, to approve the minutes from 02/15/2016. Carried.

Public comment on non-agenda items.

No public comment.

Consideration of: Parking on W. side of 3rd Ave. between 1st Ave. & Jefferson St.

Municipal Services Director Bob Bordeau explained the request for more parking availability in this area had come from Fincantieri Shipbuilding. He stated it would require two No Parking signs to be removed, and the parking stalls could be painted, or left open for parking and not painted. Bordeau also suggested this would alleviate some of the Fincantieri employees parking in front of residential areas. City Engineer Chad Shefchik explained to the committee that this area is scheduled to be redone in the near future, according to the 5 year plan, so he suggested the City may want to wait until after that work is completed to paint the parking stalls.

Motion by Ald. Vandertie to remove the two No Parking signs on the west side of 3rd Ave. between 1st Ave. & Jefferson St. and allow parking at that location.

Discussion took place on future traffic patterns in regards to 1st Ave. being closed to through traffic in the future.

Motion withdrawn.

Motion by Ald. Vandertie, seconded by Ald. Gregory, to remove the two No Parking signs on the west side of 3rd Ave. between 1st Ave. & Jefferson St., and to allow parking at that location, and if deemed necessary by staff, installing No Parking Here to Corner signs.

Motion by Ald. Vandertie, seconded by Ald. Gregory to adjourn. All in favor. Carried.

Meeting adjourned at 3:48 p.m.

Respectfully Submitted,



Colleen DeGrave

Municipal Services Secretary

The City of Sturgeon Bay Zoning Board of Appeals meeting was called to order at 12:00 Noon by Chairperson Bill Murrock in Council Chambers, City Hall, 421 Michigan Street.

Roll call: Members James Goodwin, Wayne Spritka, Bill Chaudoir and Alternate Richard Jennings were present. Excused: Member Bill Murrock. Absent: Member Andrew Starr. Also present were Community Development Director Marty Olejniczak, Community Development Secretary Cheryl Nault, and several members of the public.

Adoption of agenda: Moved by Mr. Goodwin, seconded by Mr. Spritka to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from May 11, 2016.
4. Public hearing: Petition for variance from Section 20.07(7)(c) of the Zoning Code for a roof pitch less than the minimum requirement for a new dwelling, for Scott Strang, for a vacant lot located just north of 534 S 15th Avenue.
5. Consideration of: Petition for variance from Section 20.07(7)(c) of the Zoning Code for a roof pitch less than the minimum requirement for a new dwelling, for Scott Strang, for a vacant lot located just north of 534 S 15th Avenue.
6. Adjourn.

Carried.

Approval of minutes from May 11, 2016: Moved by Mr. Goodwin, seconded by Mr. Jennings to approve the minutes from May 11, 2016. All ayes. Carried.

Public Hearing: Petition for variance from Section 20.07(7)(c) of the Zoning Code for a roof pitch less than the minimum requirement for a new dwelling, for Scott Strang, for a vacant lot located just north of 534 S 15th Avenue: Vice-Chairman Bill Chaudoir opened the public hearing at 12:04 p.m. Mr. Kernosky introduced Scott Strang and Architect Virge Temme who were asking for a variance from the roof pitch requirement of 4:12 to 3:12 pitch. As far as the zoning code, the requirement is for aesthetics.

Architect Virge Temme stated that she is trying to design a home for the average income household. A group of 24 people was formed, ranging from the mid 20's to 70 years old and from very different backgrounds and lifestyles, to get their ideas regarding architecture preference. They prefer a more contemporary, more modern look. This would cut construction costs down. A lower pitched roof will have minimum impact on water runoff. More and more cities are going to lower pitch roofs. She is requesting that this proposed dwelling reinstates the desire for a lower pitched roof. It will enhance the neighborhood. She also had taken pictures of different homes throughout the City that had lower pitched roofs.

Windows were discussed. Additional windows would defeat the purpose of an energy efficient home.

Mr. Chaudoir asked what the hardship was. Ms. Temme responded that they want to create a super energy efficient affordable home that will help with cost of maintenance. It would be much more costly applying to the code of 4:12..

Mr. Strang, owner of the property, had asked Ms. Temme to design an energy efficient home and be able to expand upon. A 3:12 roof pitch reduces construction costs by approximately \$4000.00.

No one spoke in favor or in opposition of the variance request. There were no letters in favor or in opposition of the variance request.

Mr. Chaudoir declared the public hearing closed at 12:27 p.m.

Consideration of: Petition for variance from Section 20.07(7)(c) of the Zoning Code for a roof pitch less than the minimum requirement for a new dwelling, for Scott Strang, for a vacant lot located just north of 534 S 15th Avenue: Board members discussed the variance request. Mr. Kernosky stated that not only is the Plan Commission looking at roof pitch, but minimum square footage as well. Staff does not have a problem with a 3:12 roof pitch.

Mr. Goodwin stated that there are a lot of flat roofs in the City.

Mr. Olejniczak said that the Plan Commission has concerns with removing the requirement all together. It will go through a design review process.

Moved by Mr. Spritka, seconded by Mr. Goodwin to approve a 3:12 roof pitch for aesthetic reasons, the roof pitch will be reduced along with the reduction of the lot size and square footage of the home; there are environmental impacts; there are many existing lower pitched roofs; it is a mechanism to keep lower cost homes; and lower heat bills. Roll call vote. All ayes. Carried.

Adjourn: Moved by Mr. Goodwin, seconded by Mr. Spritka to adjourn. Carried. Meeting adjourned at 12:34 p.m.

Respectfully submitted,



Cheryl Nault
Community Development Secretary

JOINT PARK AND RECREATION COMMITTEE/BOARD

Wednesday, May 25, 2016

A meeting of the Park and Recreation Committee was called to order at 5:30 p.m. by Chairperson Vandertie in Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members Vandertie, Stults, and Catarazoli were present. Also present were City Administrator VanLieshout, Alderperson Gregory, Municipal Services Director Bordeau, Planner/Zoning Administrator Kernosky, and Municipal Services Assistant Lenius.

Adoption of Agenda: Moved by Ms. Catarazoli, seconded by Mr. Stults to adopt the following agenda:

1. Roll Call
2. Adoption of Agenda
3. Public Comment
4. Discussion of: Bird City USA
5. Update of Skatepark
6. Discussion of: Chemical use in Parks
7. Adjourn

All in favor. Carried.

Public Comment: The following people spoke during public comment: Linda Cockburn, 153 S. 3rd Ave; Jody Milske, 49 W. Maple St; Nicole Voight, 117 N. Geneva Ave; Christine Kellems, 120 Alabama Street.

Bird City USA: Mr. Bordeau stated the department has looked into the process to apply for Bird City USA designation. There are four application times throughout the year and he is hopeful that he can meet the November deadline. The City has to meet seven of 21 specified criteria of which they are close to meeting already except for the educational aspect. The application fee is \$100.

Update of Skatepark: Mr. Bordeau explained there had been some vandalism to the bathrooms at the Westside Ballfield so he had shut the bathrooms down. Since then, the Skatepark Organization has formed a committee to monitor the area. It has been in place for about a month and seems to be helping the situation. The shade structure and informational kiosk will be installed at the skatepark soon.

Chemical use in parks: Mr. Bordeau listed all the areas that are sprayed in the City park system and what chemicals are used in each area.

Pramitol and Cornerstone are sprayed around the fences at the Dog Park, Otumba Park, Woods West, Westside Field, Memorial Field, Sunset Park Ballfields and Girls Little League Fields. These are also used on the quarry wash trails at Sunset Park, Garland Park and Cherry Blossom Park.

Strike 3 and Urea are used on the grass and planting areas at Bayview Park, Maritime Museum, Graham Park and at City Hall.

Cornerstone is used in the flowerbeds at Sonny's, Maritime Museum, Graham Park, the parking structure, City Hall, Sawyer Park, Sunset Park and along Egg Harbor Road.

Chemlawn Weed and Feed is used on all Ballfields.

Ms. Catarazoli stated that Pramilol is bad for areas with sensitive ground water and wants to make sure the city is placing more importance on safety than aesthetics. Mr. Bordeau explained the department had tried using the

vinegar mixture last year, however found it took longer to kill the weeds and did not last as long. It also cost over 3 times as much as the other chemicals that were being used. He also explained that seasonal staff are not allowed to spray the chemicals and all staff who do the chemical spraying have been certified to do so.

Moved by Mr. Stults, Seconded by Ms. Catarazoli to adjourn. All in favor. Carried. Meeting adjourned at 6:07.

Respectfully Submitted,



Jennifer Lenius

Municipal Services Assistant

COMMUNITY PROTECTION & SERVICES COMMITTEE**May 26, 2016**

A meeting of the Community Protection & Services Committee was called to order at 5:35 p.m. by Chairperson Wiesner in Council Chambers, City Hall. **Roll Call:** Members Mr. Wiesner and Mr. Ireland were present.

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

1. Roll call.
2. Adoption of agenda.
3. Public Hearing: Request from Nicole Warwick, 1 Anytime Ride, to operate taxicab in the City of Sturgeon Bay
4. Adjourn

Carried.

PUBLIC HEARING**Nicole Warwick: 116 W. Redwood Street, Sturgeon Bay, WI**

Ms. Warwick spoke on her intentions for starting a new taxicab company in the City of Sturgeon Bay. She states she has a passion for this, and has been doing it for the past 11 years. Ms. Warwick was employed by Door County Cab (DC Cab) until recently.

At this time there are two taxicab companies operating in the county. With Door to Door cab company having limited operating hours (8am-6pm), this leaves DC Cab with a monopoly from 6pm-8am. Ms. Warwick wants provide safe operating vehicles, good management and good workers to this community. She wants to bring a new level and would like to work with the Committee in setting standards and expectations for what a cab company should be.

Mr. Wiesner asked about Ms. Warwick's rate quotes, and if this was going to be her standard. She explained DC Cab is able to charge customers rates that are deemed high for the community; Ms. Warwick wants to operate her service with lower rates. She would like to make the worker rates lower for those going back and forth to work. She also works with Door Tran.

Ms. Warwick believes there is a need for another taxicab service because one company does not have the staff to keep up to the demand. By opening her taxicab company, she will be giving the community a choice in who they want to ride with.

OPEN TO PUBLIC

Suzanne Bloch: 16 E. Spruce Court, Sturgeon Bay, WI

Ms. Bloch relies on taxicabs to take her to and from work; she has for the last 24 years and is very dependent on them. She has used all the companies. Ms. Bloch is a lifeguard at the YMCA, and needs to be there to open the pool at 4:30am. She needs to have a reliable taxicab

company so she can get to work on time. Ms. Bloch supports Nicole Warwick to open 1 Anytime Ride in Door County.

Ralph Hoffman: 11015 Cty. Y, Union, WI

Mr. Hoffman has driven taxi for one year for DC Cab. He cannot get to all the patrons who need rides in a timely matter because there are not enough vehicles. Mr. Hoffman stated the quality of the vehicles he has driven is poor. Mr. Hoffman believes that there should be better quality and service in this town. He supports Nicole Warwick and 1 Anytime Ride.

William Kamp: 3667 Cty. XC, Brussels, WI

Mr. Kamp supports another cab company coming in. He stated because of medication he is on, he takes a cab to and from work. Mr. Kamp pays \$80 to get to and from work with DC Cab; because of the hours of operation they were the only ones available. He says that is not feasible. He has a friend in the same situation. There's a conflict of not enough drivers and cabs on the road. Even though Ms. Warwick has been working to start her own company, she has always had DC Cab in her best interest. Mr. Kamp supports Nicole Warwick.

Rebecca Patza: 1832 Shiloh Road, Sturgeon Bay, WI

Ms. Patza worked at DC Cab for five month; she no longer works at DC Cab because of the way the vans run. On one occasion she was coming back from Green Bay and had a tire fall off her vehicle. A lug nut came off another van. Repairs do not get done. Ms. Warwick knows what to do; she keeps up on her things. Ms. Patza claims the vehicles smell like smoke; they won't with Ms. Warwick. Ms. Patza supports Nicole Warwick and would rather work for her.

Dawn Jacobi: 762 Georgia Street, Sturgeon Bay, WI

Ms. Jacobi claimed she gave her time for free to Mr. Heinke. She feels DC Cab is here for the money, not for the local community. She feels DC Cab rushes and only cares about the summer weather; and feels Ms. Warwick's company will be better all year round. She supports Nicole Warwick.

John Heinke: 215 Kings Way, Seymour, WI

Owner of DC Cab and 1 Awesome Cab. Mr. Heinke is not in support of Nicole Warwick and 1 Anytime Ride. In rebuttal, Mr. Heinke stated that 1 Awesome Cab/DC Cab, his company, started three years ago. His goal was to offer a service of a smoke free cab; still currently operates all smoke free cabs. Would like to address the issues/comments of previous speakers:

Initially, his rates were set high because they were based off Green Bay rates; as his taxicabs operate there as well. He brought the rates down to be comparable to the area; but he can still make a profit to stay in business. He competes against Door Tran who is subsidized by the government.

Mr. Heinke stated he came up to Door County with intentions of cleaning up and maintaining his taxicab vehicles. He came to set a standard. He claimed that Ms. Warwick, while managing the business, was instructed maintain the vehicles. He admitted his guilt in being an absentee

business owner, but he thought Ms. Warwick was doing what was needed. He had a daily maintenance schedule and checklist the drivers were to follow for safety.

Had to buy drivers "vapes" because they were upset they couldn't smoke in the cabs. He thinks Ms. Warwick's cabs will not be smoke free.

Ms. Warwick was instructed to hire drivers; but lost applicants because they witnessed her yell and scream at workers.

Ms. Warwick was also responsible for keeping the cabs clean. Car wash and vacuuming vehicles was supposed to happen daily; but she had excuses as to why they were not when he saw them dirty.

Mr. Heinke recently fired Ms. Warwick from his company. Since taking over dispatching the taxicabs, he stated he has not turned down anyone requesting rides. When people call, Mr. Heinke states his cabs are available.

He said the company has two cabs waiting to be put into rotation, but has not needed them.

Regarding Ms. Jacobi: she gave free rides until the company was licensed. He had to track her down when she took a cab out of town; and got it back with a broken tail light.

Mr. Heinke commented that those who are supporting Ms. Warwick don't understand that she was their boss at DC Cab, and was responsible for what they are claiming was bad about the company.

A handout was then provided which he read out loud (see attached).

REBUTTAL

Mr. Wiesner stated that this is about opening a cab company; let's keep personal issues out of it and keep things brief.

In regards to vehicle maintenance comments, Ms. Warwick stated she was instructed to not repair things. She said there was not money in the bank account as it was taken out and used to pay drivers in Green Bay and insurance.

Regarding smoking in the cabs: Ms. Warwick did address customers who wanted to smoke at told them it was not permitted. She did claim the workers were mad because they were not allowed cigarette breaks while on duty.

Ms. Warwick did give the phone number to those who made contact for service. Ms. Warwick did disconnect the company's Charter box from her residence, as she was no longer employed. If the phones did have a problem over the weekend, she did pack up the cable boxes, modem

and other property with no malicious intent like she was stated to do. She would like Mr. Heinke to remove the items from her house.

Ms. Warwick does have a number of threatening text messages from Mr. Heinke to submit regarding his behavior after she was terminated.

Mr. Kamps once again spoke. He stated that on the day Ms. Warwick was fired, he witnessed a phone call between Ms. Warwick and Mr. Heinke; the reason Ms. Warwick was fired was because she terminated a cab driver that was putting his hands on female patrons. This driver is currently working for Mr. Heinke, even after he was fired by Ms. Warwick for his behavior. Also during this conversation Mr. Heinke fired Ms. Warwick because he heard she was starting her own company; Mr. Heinke told Ms. Warwick to pack her things as she was done. Lastly, Mr. Kamps wanted to make it known that the vehicle driven in Fish Creek is not properly maintained; one door does not open and it has an inoperable speedometer.

Ms. Jacobi once again spoke and said the county needs more drivers so it is not a monopoly with one cab company; there is a race to pick up patrons and it should not be that way.

Ms. Warwick made a final comment that each taxi vehicle is supposed to be registered and accounted for; Mr. Heinke's are not.

Mr. Heinke rebutted it was Ms. Warwick's job to register and account for the vehicles. Also, it is news to him regarding the vehicle in Fish Creek. Lastly, he believes Ms. Warwick is using his company to recruit and build her business.

A decision was made for the committee to close public hearing, and adjourn the meeting so members can review and discuss given testimony. The meeting will continue at another time for consideration of the 1 Anytime Ride to operate in the City of Sturgeon Bay.

Moved by Mr. Ireland, seconded by Mr. Wiesner to adjourn the meeting of the Community Protection Services Committee. All ayes. Carried. The meeting was adjourned at 5:20 p.m.

Respectfully submitted,

Sarah Spude-Olson
Police Department
Administrative Office Manager

CITY OF STURGEON BAY
INSPECTION DEPARTMENT
April 30, 2016

THE FOLLOWING IS THE MONTHLY SUMMARY OF THE ACTIVITIES OF THE INSPECTION DEPARTMENT FOR THE MONTH OF APRIL, 2016

April-16	YEAR TO DATE		April-16	YEAR TO DATE
2	2	ONE FAMILY DWELLINGS	916,400	916,400
0	0	TWO FAMILY DWELLINGS	-----	-----
0	0	MULTIPLE FAMILY DWELLINGS	-----	-----
3	9	MANUFACTURED HOME	120,000	380,974
0	0	C.B.R.F.	-----	-----
0	3	RESIDENTIAL ADDITIONS	-----	340,840
2	10	RESIDENTIAL ALTERATIONS	7,500	443,300
0	0	RESIDENTIAL GARAGES/CARPORTS	-----	-----
0	0	RESIDENTIAL GARAGE ADDITIONS & ALTERATIONS	-----	-----
0	1	RESIDENTIAL STORAGE BUILDINGS	-----	3,300
0	0	RESIDENTIAL SWIMMING POOLS	-----	-----
0	0	NON-RESIDENTIAL SWIMMING POOLS	-----	-----
2	2	NEW COMMERCIAL BUILDINGS	2,632,558	2,632,558
0	0	NON-RESIDENTIAL GARAGES & STORAGE BUILDINGS	-----	-----
1	1	NON-RESIDENTIAL ADDITIONS	525,000	525,000
1	10	NON-RESIDENTIAL ALTERATIONS	23,000	382,405
0	0	MUNICIPAL BUILDINGS	-----	-----
0	0	WAREHOUSES	-----	-----
0	0	FACTORY & SHOP	-----	-----
0	0	COMMUNICATION TOWER	-----	-----
0	0	SUBSTATION	-----	-----
0	0	AGRICULTURAL BUILDINGS	-----	-----
11	38	TOTAL ESTIMATED COST OF CONSTRUCTION	\$4,224,458	\$5,624,777
April-16	YEAR TO DATE	TOTAL PERMITS ISSUED	April-16	YEAR TO DATE
11	38	BUILDING PERMITS	6,015.00	8,552.00
14	41	ELECTRICAL PERMITS	2,801.00	4,782.00
11	29	PLUMBING PERMITS	967.00	2,115.00
4	22	HEATING PERMITS	692.00	3,252.00
15	57	SIGN PERMITS	610.00	1,910.00
0	3	MISCELLANEOUS PERMITS	-----	75.00
0	0	SUMP PUMP PERMITS	-----	-----
0	0	ELECTRICIAN LICENSES	-----	-----
0	0	EARLY STARTS	-----	-----
5	6	EROSION CONTROL	875.00	950.00
0	0	STATE PLAN APPROVALS	-----	-----
2	2	PARK & PLAYGROUND PAYMENTS	600.00	600.00
5	11	WISCONSIN PERMIT SEALS	175.00	385.00
0	5	ZONING BOARD OF APPEALS APPLICATIONS	-----	1,500.00
0	0	ZONING CHANGES/P.U.D. APPLICATIONS	-----	-----
0	0	PLAN COMMISSION - CONDITIONAL USES	-----	-----
1	4	CERTIFIED SURVEY MAP REVIEWS	30	200.00
0	0	SUBDIVISION PLATTING REVIEW	-----	-----
0	0	MISCELLANEOUS REVENUE	-----	-----
0	0	(COPIES, POSTAGE, SALE OF MAPS, ETC.)	-----	-----
0	0	RESIDENTIAL BUILDINGS MOVED	-----	-----
0	0	NON-RESIDENTIAL BUILDINGS MOVED	-----	-----
0	0	CHANGE OF USE	-----	-----
0	0	RESIDENTIAL OCCUPANCY FEES	-----	-----
3	4	COMMERCIAL OCCUPANCY FEES	150	200.00
0	0	PIER PERMIT	-----	-----
0	1	DEMOLITION	-----	25.00
3	5	PLAN REVIEW FEE	1,000	1,550.00
		ADMIN FEE	572.00	1,004
		TOTAL RECEIPTS DEPOSITED WITH CITY TREASURER	\$14,487.00	\$27,100.00

Cheryl Nault
Building Inspection Dept.

APRIL 2016 BANK RECONCILIATION

CHECKING ACCOUNTS

INVESTMENT ACCOUNTS

	GENERAL FUND BAYLAKE	WDF BAYLAKE	SNAP BAYLAKE	GENERAL/CAPITAL FUND INVESTMENTS
PRIOR G/L BALANCE	2,783,937.16	261,480.66	2,938.16	1,191,546.96
REVENUE	641,115.41	19,068.99	0.00	248,528.56
DISBURSEMENTS	1,304,001.14	0.00	0.00	500.57
AMOUNT IN TRANSIT	9,573.99	0.00	0.00	0.00
ADJUSTMENTS	24,648.52	0.00	0.00	0.00
ENDING BALANCE	2,136,125.96	280,549.65	2,938.16	1,439,574.95

BANK BALANCE	2,174,232.26	280,549.65	2,938.16	1,439,574.95
LESS OUTS. CHECKS	38,106.30	0.00	0.00	0.00
	2,136,125.96	280,549.65	2,938.16	1,439,574.95

SAVINGS ACCOUNTS

	GENERAL FUND STATE - #2	GENERAL FUND BAYLAKE BANK - MMBA	TIF #1 DEBT STATE - #11	WDF STATE - #4	CAPITAL - BUILDING DEBT STATE - #9	CAPITAL - EH RD STATE - #15	TIF #3 DEBT STATE - #08	TIF #3 CONSTRUCTION STATE - #14
PRIOR G/L BALANCE	4,951,348.69	29,622.22	595,063.25	105,423.67	5,966.80	21,458.34	592,289.25	89,705.85
REVENUE	2,160.63	2.97	202.88	35.94	2.04	7.32	201.93	30.58
DISBURSEMENTS	248,000.00	3,488.14	0.00	0.00	0.00	0.00	0.00	0.00
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ENDING BALANCE	4,705,509.32	26,137.05	595,266.13	105,459.61	5,970.84	21,465.66	592,491.18	89,736.43
BANK BALANCE	4,705,509.32	26,137.05	595,266.13	105,459.61	5,970.84	21,465.66	592,491.18	89,736.43

	TIF #2 BAYLAKE - MMBA	TIF #3 STATE - #3	TIF #2 DEBT 99A&B STATE - #10	TIF #2 AMENDED AREA CONST. - STATE - #06	TIF #2 AMENDED AREA CAP INT. - STATE - #7	TIF #2 WFRDA DEBT RES. STATE - #13	TIF #4 DEBT SVC STATE - #12	TID #4 CONSTRUCTION STATE - #01
PRIOR G/L BALANCE	3,727.73	59,613.78	712,952.07	56,750.72	3,160.91	1,652,574.64	21,510.88	1,792,717.14
REVENUE	0.18	20.32	243.07	19.35	1.08	563.43	7.33	611.21
DISBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ENDING BALANCE	3,727.91	59,634.10	713,195.14	56,770.07	3,161.99	1,653,138.07	21,518.21	1,793,328.35
BANK BALANCE	3,727.91	59,634.10	713,195.14	56,770.07	3,161.99	1,653,138.07	21,518.21	1,793,328.35

5/19/2016

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: GENERAL FUND
 FOR 4 PERIODS ENDING

DEPARTMENT DESCRIPTION	APRIL 30, 2016		FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	%
	BUDGET	ACTUAL			
REVENUES	931,337.59	291,911.99	11,176,055.00	4,832,211.44	(56.7)
GENERAL FUND	931,337.59	291,911.99	11,176,055.00	4,832,211.44	(56.7)
TOTAL REVENUES	931,337.59	291,911.99	11,176,055.00	4,832,211.44	(56.7)
EXPENSES	66,337.66	1,365.39	796,055.00	137,042.71	82.7
GENERAL FUND	66,337.66	1,365.39	796,055.00	137,042.71	82.7
MAYOR	1,044.98	1,048.38	12,540.00	4,131.68	67.0
CITY COUNCIL	4,792.48	4,521.30	57,510.00	20,830.74	63.7
LAW/LEGAL	4,583.33	2,239.00	55,000.00	5,101.00	90.7
CITY CLERK-TREASURER	31,849.55	40,541.95	382,195.00	125,790.70	67.0
ADMINISTRATION	11,525.37	13,195.10	138,305.00	43,627.90	68.4
COMPUTER	4,383.31	2,585.85	52,600.00	17,102.41	67.4
CITY ASSESSOR	8,258.27	8,058.62	99,100.00	33,704.57	65.9
BOARD OF REVIEW	126.65	146.25	1,520.00	301.50	80.1
BUILDING/ZONING CODE ENFORCEMENT	5,498.74	1,968.58	65,985.00	5,471.52	91.7
MUNICIPAL SERVICES ADMIN.	18,217.87	20,768.04	218,615.00	74,309.06	66.0
PUBLIC WORKS ADMINISTRATION	20,347.44	23,684.90	244,170.00	79,670.10	67.3
ELECTIONS DEPARTMENT	1,717.47	5,790.10	20,610.00	9,257.18	55.0
CITY HALL	12,296.61	9,991.98	147,560.00	35,860.24	75.6
INSURANCE	35,175.80	32,854.00	422,110.00	180,651.86	57.2
GENERAL EXPENDITURES	120,063.29	16,789.23	1,440,760.00	32,965.28	97.7
POLICE DEPARTMENT	33,284.52	38,761.58	399,415.00	127,710.53	68.0
PATROL BOAT	1,056.23	0.00	12,675.00	0.00	100.0
PARKING ENFORCEMENT	0.00	0.00	0.00	0.00	0.0
POLICE DEPARTMENT/PATROL	167,066.57	172,044.85	2,004,800.00	582,340.21	70.9
POLICE DEPT. / INVESTIGATIONS	11,219.13	12,995.28	134,630.00	51,859.07	61.4
FIRE DEPARTMENT	154,309.90	229,211.05	1,851,720.00	619,730.63	66.5
STORM SEWERS	2,780.39	856.57	33,365.00	1,380.70	95.8
SOLID WASTE MGMT/SPRING/FALL	4,117.05	1,311.20	49,405.00	1,311.20	97.3
COMPOST/SOLID WASTE SITE	2,619.55	70.91	31,435.00	504.36	98.3
STREET SWEEPING	3,230.39	2,471.37	38,765.00	3,492.11	90.9
WEED ABATEMENT	783.32	0.00	9,400.00	0.00	100.0
ROADWAYS/STREETS	14,846.21	20,120.85	178,155.00	65,135.61	63.4
SNOW REMOVAL	16,845.40	16,614.91	202,145.00	108,491.53	46.3
STREET SIGNS AND MARKINGS	4,562.46	4,522.55	54,750.00	10,040.35	81.6
CURB/GUTTER/SIDEWALK	1,241.64	0.00	14,900.00	11.98	99.9
STREET MACHINERY	14,194.97	17,631.12	170,340.00	51,791.82	69.5
CITY GARAGE	5,204.94	6,066.80	62,460.00	23,031.83	63.1
CELEBRATION & ENTERTAINMENT	4,183.30	164.07	50,200.00	17,831.14	64.4
HIGHWAYS - GENERAL	42,399.54	45,467.79	508,795.00	153,855.39	69.7
PARK & RECREATION ADMIN	9,289.52	9,968.96	111,475.00	30,753.72	72.4
PARKS AND PLAYGROUNDS	32,956.57	34,240.57	395,480.00	101,624.54	74.3
BALLFIELDS	2,657.89	2,183.49	31,895.00	2,423.42	92.4
ICE RINKS	868.73	75.62	10,425.00	10,513.45	(0.8)
BEACHES	101.24	0.00	1,215.00	0.00	100.0

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CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: GENERAL FUND
 FOR 4 PERIODS ENDING

APRIL 30, 2016

DEPARTMENT DESCRIPTION

EXPENSES	APRIL		FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	%
	BUDGET	ACTUAL			
MUNICIPAL DOCKS	4,107.04	1,869.39	49,285.00	8,215.89	83.3
WATER WEED MANAGEMENT	7,959.55	1,044.86	95,515.00	1,044.86	98.9
WATERFRONT PARKS & WALKWAYS	5,054.95	3,855.44	60,660.00	8,834.15	85.4
EMPLOYEE BENEFITS	2,054.14	944.92	24,650.00	6,038.76	75.5
PUBLIC FACILITIES	6,361.66	0.00	76,340.00	23,305.90	69.4
BOARDS AND COMMISSIONS	43.74	0.00	525.00	132.32	74.7
COMMUNITY & ECONOMIC DEVLPMNT	29,716.60	36,755.69	356,600.00	151,609.58	57.4
TOTAL EXPENSES	931,335.96	844,798.51	11,176,055.00	2,968,833.50	73.4

TOTAL FUND REVENUES	931,337.59	291,911.99	11,176,055.00	4,832,211.44	(56.7)
TOTAL FUND EXPENSES	931,335.96	844,798.51	11,176,055.00	2,968,833.50	73.4
SURPLUS (DEFICIT)	1.63	(552,886.52)	0.00	1,863,377.94	100.0

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

DEPARTMENT DESCRIPTION	FOR FUND: CAPITAL FUND				FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	%
	FOR 4 PERIODS ENDING						
	APRIL BUDGET	APRIL ACTUAL	VARI-ANCE	%			
REVENUES	186,695.79	78,014.21	(58.2)	2,240,350.00	706,238.40	(68.4)	
TOTAL REVENUES	186,695.79	78,014.21	(58.2)	2,240,350.00	706,238.40	(68.4)	
EXPENSES							
CITY CLERK-TREASURER	0.00	0.00	0.0	0.00	0.00	0.0	
ADMINISTRATION	0.00	0.00	0.0	0.00	0.00	0.0	
COMPUTER	1,500.00	1,025.48	31.6	18,000.00	2,370.89	86.8	
CITY ASSESSOR	833.33	0.00	100.0	10,000.00	0.00	100.0	
MUNICIPAL SERVICES ADMIN.	2,083.33	0.00	100.0	25,000.00	0.00	100.0	
ELECTIONS	0.00	0.00	0.0	0.00	0.00	0.0	
CITY HALL	0.00	0.00	0.0	0.00	0.00	0.0	
GENERAL EXPENDITURES	7,916.66	65,443.27	(726.6)	95,000.00	66,443.27	30.0	
POLICE DEPARTMENT	0.00	0.00	0.0	0.00	0.00	0.0	
PATROL	11,466.66	0.00	100.0	137,600.00	1,695.00	98.7	
POLICE DEPT. / INVESTIGATIONS	0.00	0.00	0.0	0.00	0.00	0.0	
FIRE DEPARTMENT	29,329.16	3,987.99	86.4	351,950.00	23,604.95	93.2	
STORM SEWERS	25,224.99	8,270.41	67.2	302,700.00	190,254.41	37.1	
SOLID WASTE MGMT/REFUSE/RECYCL	0.00	0.00	0.0	0.00	0.00	0.0	
ROADWAYS/STREETS	77,299.99	260,155.76	(236.5)	927,600.00	261,870.32	71.7	
SNOW REMOVAL	416.66	0.00	100.0	5,000.00	3,530.00	29.4	
CURB/GUTTER/SIDEWALK	15,000.00	0.00	100.0	180,000.00	3,500.00	98.0	
CITY GARAGE	833.33	0.00	100.0	10,000.00	0.00	100.0	
PARKS AND PLAYGROUNDS	6,291.65	2,487.56	60.4	75,500.00	9,557.56	87.3	
BALLFIELDS	4,416.66	0.00	100.0	53,000.00	0.00	100.0	
ICE RINKS	0.00	0.00	0.0	0.00	0.00	0.0	
BEACHES	0.00	0.00	0.0	0.00	0.00	0.0	
MUNICIPAL DOCKS	0.00	0.00	0.0	0.00	0.00	0.0	
WATER WEED MANAGEMENT	5,000.00	0.00	100.0	60,000.00	0.00	100.0	
WATERFRONT PARKS & WALKWAYS	541.66	2,653.50	(389.8)	6,500.00	2,653.50	59.1	
SANITARY & WATER MAIN	0.00	0.00	0.0	0.00	0.00	0.0	
PUBLIC FACILITIES	0.00	0.00	0.0	0.00	0.00	0.0	
COMMUNITY & ECONOMIC DEVLPMT	0.00	0.00	0.0	0.00	0.00	0.0	
TOTAL EXPENSES	188,154.08	344,023.97	(82.8)	2,257,850.00	565,479.90	74.9	
TOTAL FUND REVENUES	186,695.79	78,014.21	(58.2)	2,240,350.00	706,238.40	(68.4)	
TOTAL FUND EXPENSES	188,154.08	344,023.97	(82.8)	2,257,850.00	565,479.90	74.9	
SURPLUS (DEFICIT)	(1,458.29)	(266,009.76)	8141.2	(17,500.00)	140,758.50	(904.3)	

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: CABLE TV
 FOR 4 PERIODS ENDING APRIL 30, 2016

DEPARTMENT DESCRIPTION	APRIL		VARI- ANCE	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI- ANCE
	BUDGET	ACTUAL				
REVENUES						
CABLE TV / GENERAL	11,250.00	0.00	100.0	135,000.00	35,370.12	(73.7)
TOTAL REVENUES	11,250.00	0.00	100.0	135,000.00	35,370.12	(73.7)
EXPENSES						
CABLE TV / GENERAL	8,774.93	5,339.54	39.1	105,300.00	19,953.62	81.0
TOTAL EXPENSES	8,774.93	5,339.54	39.1	105,300.00	19,953.62	81.0
TOTAL FUND REVENUES	11,250.00	0.00	100.0	135,000.00	35,370.12	(73.7)
TOTAL FUND EXPENSES	8,774.93	5,339.54	39.1	105,300.00	19,953.62	81.0
SURPLUS (DEFICIT)	2,475.07	(5,339.54)	(315.7)	29,700.00	15,416.50	(48.0)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TOURISM FUND
 FOR 4 PERIODS ENDING

APRIL 30, 2016

DEPARTMENT DESCRIPTION	APRIL 30, 2016		FISCAL YEAR	FISCAL YEAR-TO-DATE	%
	BUDGET	ACTUAL			
REVENUES					
TOURISM COMMITTEE / GENERAL	0.00	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.0
EXPENSES					
TOURISM COMMITTEE / GENERAL	0.00	0.00	0.00	0.00	0.0
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.0
TOTAL FUND REVENUES	0.00	0.00	0.00	0.00	0.0
TOTAL FUND EXPENSES	0.00	0.00	0.00	0.00	0.0
SURPLUS (DEFICIT)	0.00	0.00	0.00	0.00	0.0

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CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #2 DISTRICT
 FOR 4 PERIODS ENDING APRIL 30, 2016

DEPARTMENT DESCRIPTION	APRIL BUDGET		APRIL ACTUAL		VARI- ANCE %	FISCAL YEAR BUDGET		FISCAL YEAR-TO-DATE ACTUAL		VARI- ANCE %
	BUDGET	ANCE	ACTUAL	ANCE		YEAR BUDGET	ANCE	YEAR-TO-DATE ACTUAL	ANCE	
REVENUES										
TID DISTRICT #2	129,928.56		16,524.57	(87.2)		1,559,143.00		813,440.08	(47.8)	
TOTAL REVENUES	129,928.56		16,524.57	(87.2)		1,559,143.00		813,440.08	(47.8)	
EXPENSES										
TID DISTRICT #2	232,831.61		150.00	99.9		2,793,980.00		374,852.07	86.5	
TOTAL EXPENSES	232,831.61		150.00	99.9		2,793,980.00		374,852.07	86.5	
TOTAL FUND REVENUES	129,928.56		16,524.57	(87.2)		1,559,143.00		813,440.08	(47.8)	
TOTAL FUND EXPENSES	232,831.61		150.00	99.9		2,793,980.00		374,852.07	86.5	
SURPLUS (DEFICIT)	(102,903.05)		16,374.57	(115.9)		(1,234,837.00)		438,588.01	(135.5)	

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #1 DISTRICT
 FOR 4 PERIODS ENDING APRIL 30, 2016

DEPARTMENT DESCRIPTION	APRIL BUDGET	APRIL ACTUAL	VARI- ANCE %	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI- ANCE %
REVENUES	50,609.33	8,237.37	(83.7)	607,312.00	406,969.35	(32.9)
TID #1 DISTRICT	50,609.33	8,237.37	(83.7)	607,312.00	406,969.35	(32.9)
TOTAL REVENUES	50,609.33	8,237.37	(83.7)	607,312.00	406,969.35	(32.9)
EXPENSES	48,614.75	0.00	100.0	583,377.00	0.00	100.0
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	8,237.37	(83.7)	607,312.00	406,969.35	(32.9)
TOTAL FUND EXPENSES	48,614.75	0.00	100.0	583,377.00	0.00	100.0
SURPLUS (DEFICIT)	1,994.58	8,237.37	312.9	23,935.00	406,969.35	1600.3

DATE: 05/19/2016
 TIME: 09:56:54
 ID: GI480000.WOW

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #3 DISTRICT
 FOR 4 PERIODS ENDING APRIL 30, 2016

DEPARTMENT DESCRIPTION	APRIL		FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	%
	BUDGET	ACTUAL			
REVENUES					
TID #3 DISTRICT	22,129.14	554.56	265,550.00	36,185.34	(86.3)
TOTAL REVENUES	22,129.14	554.56	265,550.00	36,185.34	(86.3)
EXPENSES					
TID #3 DISTRICT	19,402.39	150.00	232,829.00	28,781.25	87.6
TOTAL EXPENSES	19,402.39	150.00	232,829.00	28,781.25	87.6
TOTAL FUND REVENUES	22,129.14	554.56	265,550.00	36,185.34	(86.3)
TOTAL FUND EXPENSES	19,402.39	150.00	232,829.00	28,781.25	87.6
SDRPLUS (DEFICIT)	2,726.75	404.56	32,721.00	7,404.09	(77.3)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #4 DISTRICT
 FOR 4 PERIODS ENDING APRIL 30, 2016

DEPARTMENT DESCRIPTION	APRIL		VARI- ANCE	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI- ANCE
	BUDGET	ACTUAL				
REVENUES						
TID #4 DISTRICT	147,543.32	618.54	(99.5)	1,770,520.00	17,621.01	(99.0)
TOTAL REVENUES	147,543.32	618.54	(99.5)	1,770,520.00	17,621.01	(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	150.00	99.9	3,708,416.00	116,005.80	96.8
TOTAL EXPENSES	309,034.64	150.00	99.9	3,708,416.00	119,157.80	96.7
TOTAL FUND REVENUES	147,543.32	618.54	(99.5)	1,770,520.00	17,621.01	(99.0)
TOTAL FUND EXPENSES	309,034.64	150.00	99.9	3,708,416.00	119,157.80	96.7
SURPLUS (DEFICIT)	(161,491.32)	468.54	(100.2)	(1,937,896.00)	(101,536.79)	(94.7)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: REVOLVING LOAN FUND (STATE)
 FOR 4 PERIODS ENDING APRIL 30, 2016

DEPARTMENT DESCRIPTION	APRIL		VARI- ANCE	FISCAL		FISCAL		VARI- ANCE
	BUDGET	ACTUAL		YEAR BUDGET	YEAR-TO-DATE ACTUAL			
REVENUES								
REVOLVING LOAN FUND (STATE)	1,189.56	1,484.38	24.7	14,275.00	4,668.69	(67.2)		
TOTAL REVENUES	1,189.56	1,484.38	24.7	14,275.00	4,668.69	(67.2)		
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	1,484.38	24.7	14,275.00	4,668.69	(67.2)		
TOTAL FUND EXPENSES	983.32	0.00	100.0	11,800.00	0.00	100.0		
SURPLUS (DEFICIT)	206.24	1,484.38	619.7	2,475.00	4,668.69	88.6		

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

DEPARTMENT DESCRIPTION	FOR FUND: SOLID WASTE ENTERPRISE		APRIL 30, 2016		FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	%
	APRIL BUDGET	APRIL ACTUAL	VARI-ANCE				
REVENUES							
SOLID WASTE ENTERPRISE FUND	41,470.82	40,046.91	(3.4)		497,650.00	156,347.06	(68.5)
TOTAL REVENUES	41,470.82	40,046.91	(3.4)		497,650.00	156,347.06	(68.5)
EXPENSES							
SOLID WASTE ENTERPRISE FUND	42,796.56	31,646.12	26.0		513,560.00	141,842.95	72.3
TOTAL EXPENSES	42,796.56	31,646.12	26.0		513,560.00	141,842.95	72.3
TOTAL FUND REVENUES	41,470.82	40,046.91	(3.4)		497,650.00	156,347.06	(68.5)
TOTAL FUND EXPENSES	42,796.56	31,646.12	26.0		513,560.00	141,842.95	72.3
SURPLUS (DEFICIT)	(1,325.74)	8,400.79	(733.6)		(15,910.00)	14,504.11	(191.1)

DATE: 05/19/2016
 TIME: 09:56:54
 ID: GI480000.WOW

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

DEPARTMENT DESCRIPTION	MUNICIPAL REPORT TOTALS		FOR 4 PERIODS ENDING		APRIL 30, 2016		FISCAL YEAR		FISCAL YEAR-TO-DATE	
	APRIL BUDGET	APRIL ACTUAL	APRIL BUDGET	APRIL ACTUAL	VAR-ANCE %	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VAR-ANCE %		
TOTAL MUNICIPAL REVENUES	1,522,154.11	437,392.53	1,522,154.11	437,392.53	(71.2)	18,265,855.00	7,009,051.49	(61.6)		
TOTAL MUNICIPAL EXPENSES	1,781,938.24	1,226,258.14	1,781,938.24	1,226,258.14	31.1	21,383,167.00	4,218,901.09	80.2		
SURPLUS (DEFICIT)	(259,774.13)	(788,865.61)	(259,774.13)	(788,865.61)	203.6	(3,117,312.00)	2,790,150.40	(189.5)		



STURGEON BAY POLICE DEPARTMENT



The mission of the Sturgeon Bay Police Department is to serve, protect, and work in partnership with the community to ensure a safe, nurturing environment.

To: The Honorable Mayor
 Members of the Common Council
 Members of the Police and Fire Commission
 City Administrator Josh VanLieshout
 Officers of the Sturgeon Bay Police Department
 Media

From: Captain Daniel J. Brinkman

Subject: Monthly Report for April, 2016

Date: May 17, 2016

The following is a summary of the Police Department's activities for the month of April that includes crimes investigated, traffic accidents investigated, miles traveled, fuel consumed, training completed, and public education provided by department members.

Crimes Investigated

The Department, during the month, investigated a total of 56 crimes.

These crimes can be broken down and classified as follows.

Battery	05
Bail Jump.....	01
Disorderly Conduct.....	11
Controlled Substance Problem	03
Criminal Damage to Property	01
Fraud.....	06
Domestic Abuse.....	02
Family Fights	01
Juvenile Problems.....	05
Theft	08
Threats to Harm.....	03
Identity Theft.....	01
Harassment	08
Resist/Interfere with Officer	01

TOTAL 56

The above crimes resulted in the loss of \$1,532 to the community, of which \$0 has been recovered.

Arrests

The Department completed a total of 105 arrests during the month. These arrests encompass violations from traffic to felony, and are listed below by type of violations and number of arrests for each category.

A. Felony Crime Arrest

Bail Jump.....	01
Strangulation/Suffocation.....	01
Possess Controlled Substance.....	01
Physical Abuse of Child.....	01

TOTAL 04

B. Misdemeanor Crime Arrests

Battery	05
Disorderly Conduct	06
Theft	01
Bail Jump.....	04
Resist / Obstruct Officer	02
Criminal Damage to Property.....	01
Criminal Trespass to Dwelling	01
Possess Drug Paraphernalia.....	01

TOTAL 21

Wisconsin Probation & Parole Violation Arrests / Warrant Arrests 14

TOTAL 14

C. Ordinance Violation Arrests

Possess Drug Paraphernalia.....	01
Rabies Vaccination Required	01
Retail Theft.....	02
Disorderly Conduct	03
Littering.....	01
Trespass to Land.....	01
Resist / Interfere with Officer	01
Nuisance or Dangerous Animal.....	01

TOTAL 11

D. Traffic Crime Arrests

Operating while Intoxicated (2 nd or more).....	02
Operating while Revoked	05
Hit and Run	01
No Valid Driver's License.....	01

TOTAL 09

E. Traffic Violation Arrests

Operating a Motor Vehicle While Intoxicated	02
Speeding Violations.....	07
Motor Vehicle Registration Violation	03
Operating While Driver's License Suspended/Revoked.....	06
Operate Vehicle w/o Insurance.....	08
Miscellaneous Moving Traffic Violations	17
Seatbelt Violation	03

TOTAL 46

In addition to the preceding arrests, the Department conducted a total of 264 traffic stops during the month and logged 108 violations for various motor vehicle defects and local ordinances and issued 87 written warnings for those violations. A total of 10 parking tickets were issued for parking violations throughout the city.

Traffic Accidents

The Department during the month investigated a total of 21 vehicle accidents. These accidents are categorized into four types.

A.	Motor Vehicle Accidents Involving Fatalities	00
B.	Motor Vehicle Accidents Involving Injuries.....	03
C.	Motor Vehicle Accidents Involving Property Damage	15
	(greater than \$1,000.00)	
D.	Motor Vehicle Accidents Involving Property Damage	03
	(less than \$1,000.00)	
		TOTAL 21

Police Service Calls

Department members handled 363 service calls during the month. These calls consist of both citizen requests for police service as described below (272), crimes investigated (56), traffic accidents investigated (21), and Wisconsin Probation and Parole Assists 14.

A.	Traffic and Road Incidents.....	53
	This category consists of all assignments involving assists to stranded motorists, directing traffic, complaints of noisy or otherwise disorderly vehicles, removing obstructions from roadways, and all parking problem complaints.	
B.	Noise Complaints.....	08
	These complaints involve private parties, licensed liquor establishments, and parties in public places.	
C.	Sick and Injured Persons.....	08
	Assistance rendered to the Ambulance Service and sick or injured persons.	
D.	Alarms.....	16
	Officers responded to activated burglar and hold-up alarms at area banks and other business establishments and residences as well as fire alarms.	
E.	Complaints Involving Animals.....	14
	Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints.	

F. Civil Disputes.....	01
Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.	
G. Escorts.....	19
Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.	
H. Citizen Assist	36
This category is broad and involves such services as assistance in gas drive-off's, emergency notifications, attempts to locate people, retrieval of personal property, and vehicle registration assistance.	
I. Assistance Rendered to Other Agencies.....	06
Includes assistance to other law enforcement and government agencies.	
J. Suspicious Person / Vehicle / Circumstance	20
Involves both citizen complaints and observations by officers on patrol who took investigative action in regard to the suspicious behavior of vehicles and people.	
K. Liquor Establishments.....	00
Officers conducting compliance checks and investigations concerning problems with customers.	
L. Self-Initiated Field Activity.....	07
All initiated activity by the officer to include, but not limited to, routine security checks of area industries, businesses, city parks, residences, and compliance checks of local liquor establishments.	
M. Juvenile Problems	05
Requests for police service that strictly involve property calls and all unfounded calls for police service. The calls vary from mischief to family problems to runaway situations.	
N. Miscellaneous Incidents	64
Includes arrest warrants served, recovered property calls, and all unfounded calls for police service. This category includes 9-1-1 calls investigated by Department members during the month.	
O. Welfare Checks	15
Includes calls to check on the well-being of a person who has not been heard from or seen for a period of time by family, friends, neighbors, or employers.	

TOTAL 272

Department Mileage and Fuel Consumption

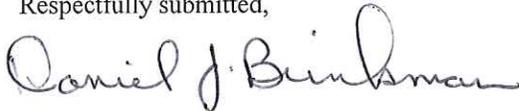
Officers patrolled a total of 9,889 miles with department vehicles, consuming 987 gallons of fuel. The fleet averaged 10.0 miles per gallon of fuel during the month.

Department Training

Officers Neil Dorner and Derek Jennerjohn provided monthly training to 6 members of the Lakeshore Police Explorers, Post 9368. The Joint SWAT and Joint Dive teams completed their monthly training. One officer attended an 8 hour course on Tactics for Patrol. Sgt's Hougaard, Tassoul and Albertson attended a 5 day course on Crisis Intervention Team. One officer completed an 8 hour course on Bicycle and Pedestrian Safety. Two officers's attended a one day class on Empowering Trauma Exposed Children and five officers completed 12 hours learning about the Incident Command System, referred to as ICS 300.

Public Education**Noteworthy Notes**

Respectfully submitted,

A handwritten signature in cursive script that reads "Daniel J. Brinkman". The signature is written in black ink and is positioned above the printed name.

Captain Daniel J. Brinkman

BEVERAGE OPERATOR LICENSES

1. Agamaite, Kyle J.
2. Anschutz, Amber N.
3. Baudhuin, Courtney J.
4. Chamberlain, Dianna E.
5. DeLair, Jennifer C.
6. Faulds, Katherine T.
7. Forry, William J.
8. Germann, Lisa A.
9. James, Timothy L.
10. Kimmard Sierra M.
11. Moll, Amanda M.
12. Pfannenstiel, Michael J.
13. Quinn, Anthony G.
14. Rice, Steven F.
15. Seiler, Pamela J.
16. Stahl, Danielle M.

TEMPORARY CLASS B BEER:

Citizens for Our Bridge, Inc.

Agent: Eric Leyendecker

30 North 1st Avenue

Sturgeon Bay, WI 54235

Location: 30 North 1st Avenue – Parking Lot Only

Dates: June 10-11, 2016

TEMPORARY CLASS B WINE:

HELP of Door County
Agent: Annie Lampert
219 Green Bay Road
Sturgeon Bay, WI 54235
Location: Martin Park – Harmony By the Bay
Date: June 22, 2016 & July 20, 2016

Money Management Counselors – FISC Consumer Credit Counseling of Door
County, Inc.
Agent: Gay Pustaver
57 North 12th Avenue, Suite 104
Sturgeon Bay, WI 54235
Location: Martin Park – Harmony By the Bay
Date: August 3, 2016 & August 17, 2016

CITY OF STURGEON BAY
STREET CLOSURE APPLICATION

Name of Applicant: Side Pork Fest - Carl G. Waters Street

Name of Event: Side Pork Fest

Contact Phone #: 920-495-8701

Date(s) of Event: June 11th 2016 Time: 4:00 PM - 10:00 PM

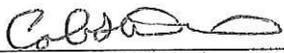
Estimated # of Attendees: 5,000

Specific Location: Martin Park - 3rd Ave between Oregon & Pennsylvania
Pennsylvania between 1st & 3rd Ave

- 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? We will clean up and deposit in dumpster

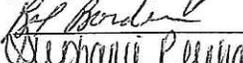
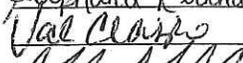
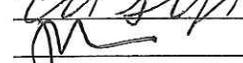
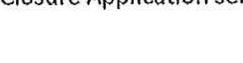
Other comments or explanation: _____

Signature of Responsible Party: 

Address: 362 N. 18th Ave Sturgeon Bay WI

Date Submitted: 4/29/16

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

Approval:	Fire Chief: <u></u>	Date: <u>5/4/2016</u>
	Police Chief: <u></u>	Date: <u>5/5/2016</u>
	Comm. Dev: <u></u>	Date: <u>5/9/2016</u>
	Streets/Parks: <u></u>	Date: <u>5/16/2016</u>
	City Clerk: <u></u>	Date: <u>5/18/2016</u>
	Finance Dir: <u></u>	Date: <u>5/12/16</u>
	City Engineer: <u></u>	Date: <u>5-16-16</u>
	City Admin: <u></u>	Date: <u>5/16/16</u>

Common Council Approval Date: _____

Copy of Approved Street Closure Application sent to EMS Director.

6h.

6h.

**CITY OF STURGEON BAY
STREET CLOSURE APPLICATION**

Name of Applicant:

ROBYN BSCHERER

Name of Event:

BSCHERER / STRUCK WEDDING

Contact Phone #:

920-256-9762

Date(s) of Event:

6-11-16

Time:

NOON - 10:00 P.M.

MUSIC TILL MIDNIGHT.

Estimated # of Attendees:

325

Specific Location:

CENTER POINT MARINA BOAT HOUSE ON

1ST AVE. (NEXT TO FROZEN SPOON)

8c Portion of Pennsylvania St. (attached map)

- 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.) N/A
- 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?

CLEAN UP IS AFTER WEDDING RECEPTION / DANCE.

Other comments or explanation:

INVITATION ONLY WEDDING - NOT SELLING BEER / WINE

Signature of Responsible Party:

Robyn T. Bscherer

Address:

3127 S. DULUTH AVE., STURGEON BAY, WI 54235

Date Submitted:

5-18-16

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

Approval:

Fire Chief:

[Signature]

Date:

5/18/2016

(w) Revised map only

Police Chief:

[Signature]

Date:

5-20-16

" " "

Comm. Dev:

M.O.

Date:

5-23-16

Streets/Parks:

[Signature]

Date:

5/23/16

City Clerk:

[Signature]

Date:

5/20/16

Finance Dir:

[Signature]

Date:

[Signature]

City Engineer:

[Signature]

Date:

5/26

City Admin:

[Signature]

Date:

5/26/16

Common Council Approval Date:

- Copy of Approved Street Closure Application sent to EMS Director.

SIDEWALK CAFÉ PERMIT APPLICATION

Application for sidewalk café permit must include:

1. **Written request.**
2. **Scaled diagram** (scale 1":1') detailing the frontage of the applicants café or restaurant facing the sidewalk area requested for use as a sidewalk café. The plan shall indicate the location of doorways, width of sidewalk (distance from curb to building face), location of trees, tree wells, sidewalk benches, trash receptacles, utilities (including fire hydrants, light fixtures, etc.) newspaper racks, mailboxes, and any other semi-permanent sidewalk obstruction which may affect or be affected by the proposal. The drawing shall delineate the area requested for use as a sidewalk café, and indicate the total square footage of the affected road right of way and exact dimensions of the proposed outdoor area.
3. **Copy of current Certificate of Insurance with City named as additional insured.**
4. **Completed Hold Harmless Certificate.**
5. **Non-refundable application fee in the amount of \$55.00 per location if alcohol is not served.**
Non-refundable application fee in the amount of \$220.00 per location if alcohol is served.

Name of applicant: Wendi Carter

Establishment Name: Brick Lot Pub

Address: 253 N. 3rd Ave SB

Phone/Email: 920-743-9339 bricklotpub@yahoo.com

- | | |
|--|--|
| <input checked="" type="checkbox"/> Written Request Submitted | <input checked="" type="checkbox"/> Cert of Insurance (additional insured) submitted |
| <input checked="" type="checkbox"/> Scaled Diagram submitted | <input checked="" type="checkbox"/> Hold Harmless Certificate submitted |
| <input checked="" type="checkbox"/> Fee Paid <u>220⁰⁰</u> | |

Date Completed Application Submitted: May 11, 2016

Community Development Approval: [Signature] 5/12/16 * Must be out of Public ROW

Department of Public Works Approval: [Signature] 5/13/16

Date of Common Council Approval: _____

- Copy of Sidewalk Café Policy/Procedures provided to applicant.
- Copy of Sidewalk Café Ordinance provided to applicant.

*See back for "Alcohol Being Served Application Submission Information."

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend installing a street light near the Intersection of Nebraska Street and the Boys and Girls Club alley.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: April 14, 2016

* * * * *

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2016.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the City Plan Commission, hereby recommend to approve the attached proposed landscaping and seawall plans for the Austad Family Trust, 942 Memorial Drive, subject to the removal of the three proposed trees.

Respectfully submitted,
CITY PLAN COMMISSION
By: Richard Wiesner, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Date: May 18, 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

Landscaping plan and seawall plan - 942 Memorial Drive

Background: Under s. 20.33 of the zoning code, the private property between Memorial Drive and the bay has restrictions. The restrictions are intended to protect a scenic easement that the City controls for this stretch of shoreline. No structure and no plantings can be placed in this area without the approval of the Council. In addition, and filling along the shore must be approved by the Council upon recommendation of the Plan Commission.

Austad Family Trust (Dan Austad and Amy Labott, agents) are petitioning to modify the shoreline area, and to add landscaping at 942 Memorial Drive. The landscaping proposal is to create a 4' concrete sidewalk from the existing curb along Memorial Drive to the existing dock with a proposed concrete fire pit area. The seawall proposal would fill 4' towards the bay with a 2' wide seawall.

The project has been reviewed by the Public Works Director Bob Bordeau for impact on the scenic easement and the ability for the city to continue to maintain the lawn area along Memorial Drive. Mr. Bordeau has no objections to the project.

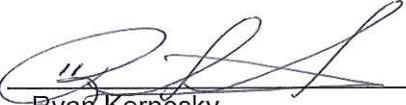
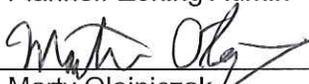
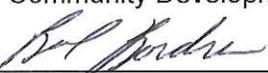
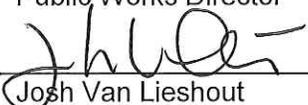
There has been this type of request in the past, most recently in 2014. The Common Council approved the request with a 3ft limitation on the height of the vegetation, and the shoreline improvements were to be approved by the Wisconsin DNR and Plan Commission.

Plan Commission Recommendation: The City Plan Commission approved the proposed plan, subject to the proposed trees being removed from the plan.

Options:

- 1) Approve the project as recommended by the Plan Commission
- 2) Approve the project with any necessary conditions.
- 3) Deny the project. This would make the petitioners adjust their plan to resubmit, or abandon the project.

Staff Recommendations: Approve the project as recommended by the Plan Commission, subject to the approval of the Wisconsin DNR and Plan Commission for the shoreline improvements.

Prepared by:	 Ryan Kernosky Planner/ Zoning Admin	<u>5/25/16</u> Date
Reviewed by:	 Marty Olejniczak Community Development Director	<u>5-25-16</u> Date
Reviewed by:	 Bob Bordeau Public Works Director	<u>5/25/16</u> Date
Reviewed by:	 Josh Van Lieshout City Administrator	<u>5/25/16</u> Date

AMY LABOTT
4015.9094

BONJI POTTER
4015.5507

DAVE LABOTT
559.2380

AREA
TO BE
FILLED
IN.

PROPOSED SEWALL

EXISTING DOCK
54"

6' Access

TOP OF BANK
BOTTOM OF BANK

CONCRETE PAD FOR DOCK

FLY POLE

PROPOSED TREE

ELE PED.

BIRD HOUSE

PROPOSED TREE

PROPOSED CONCRETE FIRE PIT AREA
PROPOSED TREE

EX. ELE LINE

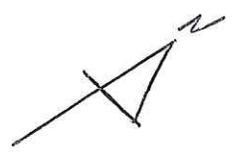
PROPOSED concrete sidewalk



APPROX 15' LINE

TOP OF CURB

Existing Rd. - memorial Drive



Landscaping and Seawall Proposal

Subject Area

942 Memorial Drive



Legend

 Subject Property

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the City Plan Commission, hereby recommend Helm Street as the name for the new public street abutting the north side of Cadence (1425 S. Neenah Avenue).

Respectfully submitted,
CITY PLAN COMMISSION
By: Richard Wiesner, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Date: May 18, 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

Naming of New Road in Industrial Park

Background: The City has dedicated a new street off of South Neenah Ave in the Industrial Park. This road will be used for future access for more potential development on the western side of the Industrial Park, and will serve the loading docks for Cadence when completed.

Under Chapter 8 of the Municipal Code, the City has a uniform street naming system. The east-west running streets on the west side of the bay in the Industrial Park are required to have nautical terms as names. Furthermore, these streets are required to be in alphabetical order. This street will begin with an "H" or "I".

Plan Commission Recommendation: During the May Plan Commission meeting Commissioners recommended naming the street Helm Street. There were concerns regarding the name sounding similar to Elm Street.

City Staff Recommendation: After discussion with the Fire Chief, there is concern that "Helm Street" and "Elm Street" sound too similar in the event of an emergency. City Staff recommends not approving Helm Street, and instead recommends the Common Council choose one of two options:

- 1) Return the recommendation to the City Plan Commission to choose a different name.
2) Amend the recommendation and choose a name from the list below:

- Inlet
Halyard
Helmsmen
Inshore
Headsail
Hoist

Prepared by: [Signature]
Ryan Kernosky
Planner/Zoning Admin

5/24/16
Date

Reviewed by: [Signature]
Marty Olejniczak
Community Development Director

5/24/16
Date

Reviewed by: [Signature]
Josh Van Lieshout
City Administrator

5/24/16
Date

Street Name Location Map



RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the City Plan Commission, hereby recommend approval of the zoning code amendment relating to requiring a garage for all newly constructed dwellings and adding section 20.9(08)(7)(i) as follows:

For all dwellings constructed after the effective date in this paragraph, an either attached or detached accessory building with a minimum floor area of 240 square feet shall be constructed.

Respectfully submitted,
CITY PLAN COMMISSION
By: Richard Wiesner, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Date: May 18, 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: Zoning Code Amendment – Require Garage To Be Constructed With All New Dwellings

Background: Currently, the City of Sturgeon Bay does not require a garage or other storage building to be built when a new dwelling is constructed. The vast majority of new homes include either an attached or detached garage, but there are some without any associated storage building. This has led to concerns about outdoor storage on those lots. The Zoning Code has regulations preventing the outdoor storage of various objectionable items and junk materials.

For homes without storage buildings, there are fewer options for storing materials. Even non-regulated items such as grills, bikes, refuse containers, boats and lawn furniture often must be stored outdoors leading to potential aesthetic issues. Requiring a storage building with new dwellings might help prevent such storage issues.

The Plan Commission reviewed this issue and made its recommendation that the city begin to require a garage. The Commission considered whether the garage should be attached or detached from the dwelling and the appropriate minimum size for the garage. The Plan Commission desired to maintain flexibility for the property owner and also not be overly restrictive. Therefore, its recommendation is that the required garage be either attached or detached and have a minimum size of 240 square feet (essentially a one-car garage).

The vast majority of new homes will easily meet the recommended zoning requirement. Most new projects have two to three-car garages. The only homes constructed in recent years without garages have been constructed by Habitat for Humanity. It is noted that Habitat for Humanity used to routinely include a small garage with their homes, but due to a national Habitat for Humanity policy, the Door County chapter now only includes a garage when required by the local municipality. DCHfH has no objection to including a small garage with its future dwellings, if required to by the city.

Options: The Council has the options of:

- Approve the Plan Commission's recommendation. The zoning code amendment would then go through the public hearing and potential ordinance adoption.
- Modify the Plan Commission's recommendation such as changing the minimum garage size and approve. The modified zoning code amendment would then go through the public hearing and potential ordinance adoption.
- Refer the recommendation back to the Plan Commission for additional study.
- Rejecting the Plan Commission recommendation. There would be no changes made to the zoning code;

Fiscal Impact: Other than the cost of publishing the public hearing notice and the code amendment (if adopted), there is no cost to the city to amend the zoning code. Since nearly all new homes already meet the proposed regulation, the impact on the tax base will be negligible.

Recommendation: Approve the Plan Commission's recommendation and proceed with the ordinance amendment as drafted.

Prepared by: Martin Olejniczak
Martin Olejniczak, Compr. Devel. Dir.

6-2-16
Date

Reviewed by: Josh Van Lieshout
Josh Van Lieshout, City Administrator

6/3/16
Date

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the City Plan Commission, hereby recommend approval of the certified survey map (CSM) for Bay Lofts, 49 N. Madison Avenue.

Respectfully submitted,
CITY PLAN COMMISSION
By: Richard Wiesner, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Date: May 18, 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

Certified Survey Map for The Bay Lofts property

Background: Mike McCarty, surveyor for Baudhuin Inc., has submitted a certified survey map (CSM) for the parcel that is proposed for The Bay Lofts mixed-use apartment project. The CSM accomplishes three things:

- It combines the triangular piece of Madison Avenue right-of-way that is being vacated into the parcel. The Council is expected to act upon the street vacation resolution at its May 17th meeting.
- It creates a 12-foot easement for the existing sanitary sewer that is within the vacated right-of-way. This was a condition of the street vacation and allows the City to continue to maintain the sewer in the future.
- It dedicates an 8-foot strip of land along Larch Street as additional street right-of-way. This strip allows Larch Street to have the normal 60 feet of right-of-way width (30' each side). Currently, part of the street along this frontage only has 22 feet of width. The full width of the street will allow improvements to be installed by the developer along Larch Street, such as sidewalk and street trees. The dedication of the 8-foot strip is a requirement of the PUD ordinance for the development.

Under the Sturgeon Bay Subdivision Code, a CSM requires a recommendation from the Plan Commission and approval by the Council whenever streets or other lands are being dedicated. The Plan Commission reviewed and recommended the CSM to the Council at their May meeting.

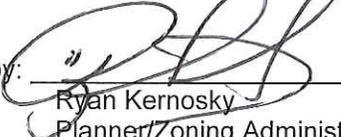
The CSM has been reviewed by staff and is supported. It accomplishes the conditions of the approval of the proposed Bay Lofts development.

Fiscal impact: There is no cost to the City to accept the dedication of the 8-foot strip. The cost of the CSM is the responsibility of the developer. The land value of the subject property might be slightly affected by the loss of the 8-foot strip, but this is more than offset by the addition of the vacated Madison Avenue right-of-way for a slight net gain in lot acreage.

Recommendation: Staff recommends approval of the CSM.

Prepared by: 
Marty Olejniczak
Community Development Director

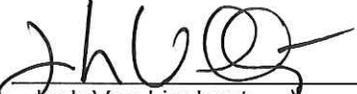
6-1-16
Date

Reviewed by: 
Ryan Kernosky
Planner/Zoning Administrator

6/1/16
Date

Reviewed by: _____
Chad Shefchik
City Engineer

Date

Reviewed by: 
Josh Van Lieshout
City Administrator

6/2/16
Date

APPLICATION FOR LOT CHANGE
ACCORDING TO CITY OF STURGEON BAY SUBDIVISION ORDINANCE (21.055)
CITY OF STURGEON BAY, WISCONSIN

The undersigned hereby requests the granting of a lot change according to the subdivision regulations of Chapter twenty-one, of the Sturgeon Bay Municipal Code.

Application No. _____ (Office Use Only) Date: _____

1. Owner's Name(s): Harbor Place, LLC

2. Owner's Address: 155 E. Walnut Sturgeon Bay. 54235

3. Owner's Telephone Number: _____

4. Legal description of lot change including all applicable tax key #'s: _____

Lot 1 - CSM #1142 & Vacated Madison Ave.

281-12-41510103A

5. Reasons and justifications for requested Lot Change: _____

BayLofts Apartments

6. Attach a map of the Lot change drawn to scale, or if requested, a plat of survey.

For Office Use Only

Date: _____

The following assessments and fees have been checked by the City Clerk-Treasurer. Special

assessments: _____ Current Year Taxes: _____ Subd. Fees: _____

Date of Hearing: _____

Recommendation of City Plan Commission, if required: _____

Recommendation of Zoning Administrator: _____

Recommendation of Sturgeon Bay Utilities: _____



Stock No. 26273

Certified Survey Map

BEING:

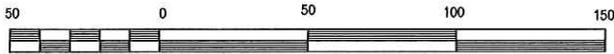
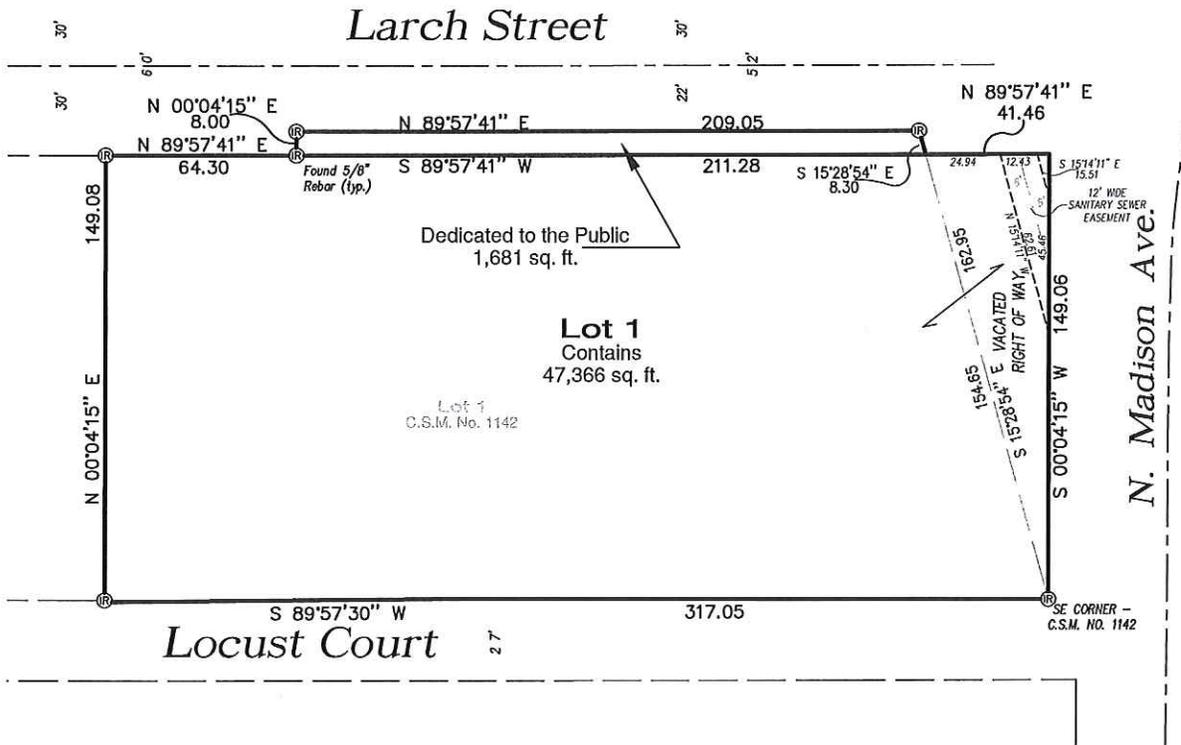
A DIVISION OF LOT 1 OF C.S.M. NO. 1142, AS RECORDED AT VOL. 6, PAGE 298 AS DOCUMENT NO. 601466, AND A PORTION OF THE RIGHT OF WAY OF N. MADISON AVENUE.

LOCATED IN:

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



NORTH



Scale 1" = 50'



DP
V.



Stock No. 26273

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.

SURVEYOR'S CERTIFICATE:

I, Michael G. McCarty, Registered Land Surveyor for Baudhuin Incorporated, under the direction of Harbor Place, LLC, do hereby certify that we have surveyed, divided, mapped, and dedicated the following described parcel:

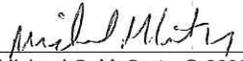
A parcel of land being a division of C.S.M. No. 1142, as recorded at Vol. 6, Page 298 as Document No. 601466, and a portion of the right of way of N. Madison Avenue, located in Government Lot 3, of Section 7, Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, Wisconsin. More particularly described as follows:

Commencing at the SE corner of said C.S.M. No. 1142, said corner being at the intersection of the northerly right of way line of Locust Court and the westerly right of way line of N. Madison Avenue, and the point of beginning of lands to be described; thence S. 89°57'30" W., 317.05 feet along said northerly right of way line; thence N. 00°04'15" E., 149.08 feet to the southerly right of way line of Larch Street; thence along said right of way line as follows: N. 89°57'41" E., 64.30 feet; thence N. 00°04'15" E., 8.00 feet; thence N. 89°57'41" E., 209.05 feet; thence leaving said right of way line, S. 15°28'54" E., 8.30 feet; thence N. 89°57'41" E., 41.46 feet; thence S. 00°04'15" W., 149.06 feet to the point of beginning.

Said parcel contains 49,047 square feet and is subject to a 12 foot wide sanitary sewer easement as shown on sheet 1 of this Certified Survey Map.

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

Dated: 5-23-16


Michael G. McCarty S-2298

OWNER'S CERTIFICATE:

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

Dated: _____

Representative - Harbor Place, LLC





Stock No. 26273

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:

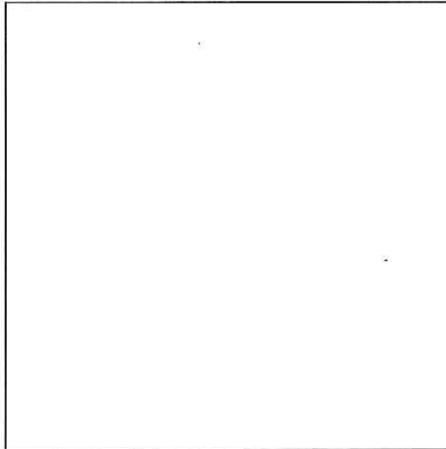
GOVERNMENT LOT 3 OF SECTION 7,
TOWNSHIP 27 NORTH, RANGE 26 EAST,
CITY OF STURGEON BAY, DOOR COUNTY,
WISCONSIN.

PLANNING COMMISSION CERTIFICATE:

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

Dated: _____

Martin Olejniczak
Community Development Director



DOOR COUNTY REGISTER OF DEEDS



RECOMMENDATION

We, the Parking and Traffic Committee hereby recommend to Council to remove the two No Parking signs on the west side of 3rd Ave. between 1st Ave. & Jefferson St., and to allow parking at that location, and if deemed necessary by staff, installing No Parking Here to Corner signs.

Respectfully Submitted,
PARKING AND TRAFFIC COMMITTEE
Jerry Stults, Chairman

RESOLVED, that the foregoing recommendation be adopted.

Date: May 23, 2016

* * * * *

Introduced by _____

Moved by Alderperson _____

Second by Alderperson _____ that said recommendation be Adopted.

Passed by the Council on the _____ day of _____, 2016.

EXECUTIVE SUMMARY

TITLE: Consideration of: Approval of "Class B" Combination licenses, Class "B" Beer licenses, "Class A" Combination licenses, Class "A" Beer licenses, Class "A" Liquor licenses, "Class C" Wine licenses, and "Class B" Combination – 300 Seat license for 2016-2017 license year.

BACKGROUND: Attached are the renewals and/or for the liquor, beer and wine licenses for the City of Sturgeon Bay for the 2016-2017 license year. These applications are in order and have met the waiting period defined in the Statutes. Approval is in order.

Upon sending out application renewal packets for the 2016-2017 license year, each establishment in the City of Sturgeon Bay that holds any type of license was given a copy of the new ordinance approved in December of 2014.

Also at the time it was requested of the five known establishments that may not meet the new liquor license ordinance guidelines that they submit proof of compliance with the new liquor license ordinance passed by the Common Council in December of 2014. The five establishments that were requested to submit further documentation were: Sturgeon Bay Jaycees, White Birch Inn, CenterPointe Marina, Benny D'z, and Nautical Inn.

The new ordinance reads as follows:

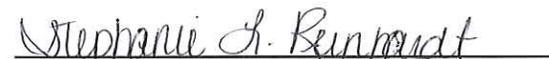
Cessation of business/non-use of license. If any party holding a class B liquor license shall suspend or cease doing business selling alcohol beverages for a period of 90 consecutive days or more, such licensee shall be in violation of this section and subject to non-renewal by the common council. Any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

The Community Protection & Services Committee will meet on June 9, 2016 to address these five establishments and made recommendation to the Common Council.

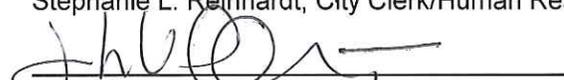
RECOMMENDATION:

1) Approve renewal applications for 2016-2017 for all "Class B" Combination licenses, Class "B" Beer licenses, "Class A" Combination licenses, Class "A" Beer licenses, Class "A" Liquor licenses, "Class C" Wine licenses, and "Class B" Combination – 300 Seat license.

PREPARED BY:


Stephanie L. Reinhardt, City Clerk/Human Resources Director

REVIWED BY:


Josh VanLieshout, City Administrator

DATE:

6/1/16

**2016/2017 City of Sturgeon Bay Liquor Licenses
Presented at June 7, 2016 Common Council meeting**

"Class B" Comb. Licenses

	<u>Agent</u>	<u>Address</u>
Carter Holdings, LLC (Brick Lot Pub & Grill)	Wendi S Carter	253 N 3rd Ave
Cherry Lanes Bowling Alley & Sports Bar, LLC	Maryann Bel Paschke	127 N 4th Ave
Clarence G Cumber, Jr. (Butch's)		112 S 3rd Ave
Door County Resorts Management, Inc. (Stone Harbor Restaurant & Pub)	Nancy Haffeman-Bertz	107 N 1st Ave
Greystone Castle, LLC	Gregory M Ebel	8 N Madison Ave
Kitty O'Reilly's Irish Pub, LLC	Amy Crook	59 E Oak St
Kona Bay, Inc (The Lodge at Leathem Smith)	Paul Meleen	1640 Memorial Dr
Nightingale Supper Club, Inc	David G Ripp	1541 Egg Harbor Rd
P.V.C.N., Inc (Apple Valley Lanes)	Patrick J Cuculi	1217 N 14th Ave
Pemaquid Point Lodging, Inc (Inn at Cedar Crossing)	Stephen A Hellmann	336 Louisiana Street
Poh's Corner Pub, LLC	Kim M Poh	164 N 3rd Ave
The Olde Opera House, LLC	Michael Hall	23 W Oak St
Kenneth S Schultz (Dutch's Bar)		1207 Rhode Island St
Sonny's Pizzeria, LLC	Laura Estes	129 N Madison Ave
Sturgeon Bay Red Room, LLC (Red Room)	Nicholas R Hoffman	66 S 3rd Ave
Sturgeon Bay Yacht Club	Rachel Cromell	600 Nautical Drive
Woldt's Corner Pub, Inc	Michael Woldt	911 Green Bay Rd

"Class B" Liquor License (Wine Only) Winery

	<u>Agent</u>	<u>Address</u>
C & N Corporation (Louie D'or's Olive Oil & Wine Shoppe & Root Bistro & Wine Bar)	Noreen Pollman	23 N 3rd Avenue

2016/2017 City of Sturgeon Bay Liquor Licenses

Class "B" Beer Licenses

Shawna Marie Burr (5th and Jefferson Coffee House)
 Aaron Carmody (Crate)
 Michael A DalSanto (Trattoria Dal Santo)
 Hot Tamales, LLC
 Howie's Tackle, LLC
 Jacob's Bluefront Café, LLC
 Nista Box, LLC
 Nsighttel Wireless (GLAS: The Green Coffeehouse)
 Wai Ping Poon (Hong Kong Buffet)
 Laura Silvia Rodriguez (El Sazon, LLC)
 Scaturio's Baking Co
 Starboard Brewing Company, LLC
 Third Avenue Playhouse, Inc
 Wang & Lin, LLC (Mandarin Garden Restaurant)

Agent

LeeAnn Krause
 Michael K Richard
 Patrick L Barbercheck
 Charolette Baierl
 Gassandra Garritt

 Robert Scaturio
 Patrick Surfus
 Robert Boles
 Yu-Lun Wang

Address

232 N 5th Ave
 136 N 3rd Ave
 117 N 3rd Ave
 26 E Oak St
 1309 Green Bay Rd
 86 W Maple St
 210 Michigan Street
 67 E Maple Street
 1300 Egg Harbor Rd
 1449 Green Bay Rd
 19 Green Bay Rd
 151 N 3rd Avenue
 239 N 3rd Avenue
 512 S Lansing Avenue

"Class A" Comb. Licenses

American Petroleum, LLC
 Bridgeport Resort Condo Owners Assoc, Inc.
 Cherryland Shell, LLC
 Parvinder S Jandu (Jandu Petroleum I)
 L & P Convenient Store Sturgeon Bay, LLC
 L & P Convenient Store Sturgeon Bay, LLC
 Lavine's Inc (The Wine Cellar)
 Marchant's Meats and Sausage, LLC
 McCartney & Company LTD (Madison Avenue Wine Shop & Market)
 PhillMart of Sturgeon Bay, Inc
 TA Operating, LLC (Minit Mart)
 TA Operating, LLC (Minit Mart)
 R S Patel LLP (Hol N' One Mobil)
 Shop-Rite, LLC (Pick n' Save)
 T & C Markets, Inc (Econo Foods)
 Target Corporation
 Wal-Mart Stores East, LP
 Walgreens, Co
 Wisconsin CVS Pharmacy, LLC

Agent

Himanshu Goel
 David A Holtz
 Matthew R Olson

 Diane Hank
 Karol Kezo
 Joseph D LaVine
 Mark A Marchant
 Diana J McCartney
 Donna S Lackie
 Jeremy Wolkovitz
 Jeremy Wolkovitz
 Bhavin Patel
 David R. Nath
 Jon R Calhoun
 Valerie Kessler
 Debra Jean Ebben
 Sarah J Olson
 Wade Spencer

Address

211 Michigan St
 50 W Larch St
 1331 Green Bay Rd
 1767 Egg Harbor Rd
 1130 Green Bay Rd
 253 Michigan St
 825 Egg Harbor Rd
 51 Green Bay Rd
 25 S Madison Ave
 1009 Egg Harbor Rd
 1255 Green Bay Rd
 1314 Green Bay Rd
 25 N Madison Ave
 1847 Egg Harbor Rd
 1250 N 14th Ave
 410 S Ashland Ave
 1536 Egg Harbor Rd
 808 S Duluth Ave
 1407 Egg Harbor Road

2016/2017 City of Sturgeon Bay Liquor Licenses

Class "A" Beer Licenses

Parvinder S Jandu (Jandu Petroleum II)
 Parvinder S Jandu (Jandu Petroleum III)
 The S-Stop, Inc

Agent

Kevin J Scharthner

Address

222 S Madison Ave
 154 N 4th Ave
 922 S Duluth Ave

Class "A" Liquor Licenses

"Class C" Wine License

Shawna Marie Burr (5th and Jefferson Coffee House)
 C & N Corporation (Louie D'or's Olive Oil & Wine Shoppe & Root Bistro & Wine Bar)
 Aaron Carmody (Crate)
 Michael A DalSanto (DalSanto's)
 Hot Tamales, LLC
 Jacob's Bluefront Café, LLC
 Nista Box, LLC
 Nsighttel Wireless (GLAS: The Green Coffeehouse)
 Wai Ping Poon (Hong Kong Buffet)
 Scaturio's Baking Co
 Wang & Lin, LLC (Mandarin Garden Restaurant)

Agent

Noreen Pollman

Agent

LeeAnn Krause
 Patrick L Barbercheck
 Charollette Baerl
 Cassandra Garritt
 Robert Scaturio
 Yu-Lun Wang

Address

232 N 5th Ave
 23 N 3rd Avenue
 136 N 3rd Ave
 117 N 3rd Ave
 26 E Oak St
 86 W Maple St
 210 Michigan Street
 67 E Maple Street
 1300 Egg Harbor Rd
 19 Green Bay Rd
 512 S Lansing Ave

Class B Combo License (300 Seat License)

Agent

Address

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to waive sign permit fees for Door County Veteran Service Council in the amount of \$60.00.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Stewart Fett, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 10, 2016.

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2016.

Request for Waiver of Fees

The Door County Veterans Service Council, a non-profit organization, requests a waiver of fees for the placement of temporary banners in Sturgeon Bay to advertise our fund-raiser event on May 21, 2016. This fee has been waived in past years, and we respectfully request that be done again this year.

The person-of-contact is Deborah Logerquist, 920-823-2109.

Thank you.

CITY OF STURGEON BAY SIGN PERMIT

I HEREBY REQUEST A PERMIT FOR THE ITEMS SPECIFIED BELOW.

Owner of Premises Jefferson St. / Madison Ave. Telephone _____
 Address or Legal Description City of Sturgeon Bay

Owner of Sign or Banner Door Co. Veterans Service Council Telephone 920-823-2109

Manufacturer _____ Telephone _____

Installed by _____ Telephone _____

ATTACH DRAWINGS OR PHOTO SHOWING BUILDING STREET SIDE, DIMENSION, SIGN DIMENSION, SHAPE, MESSAGE, AND SIGN LOCATION

Type Sign _____

Size _____ X _____ Height _____ Clearance _____

Setback from Property Line: Right Side _____, Left Side _____, Front _____, Driveways _____

Electric _____ Yes _____ No _____

Banners: Size 3' X 10' Location Jefferson St, and Madison Ave

Temporary Signs: Size 2' X 3' Location Sawyer Park

List dates, not to exceed 30 days: May 15-21, 2016

Portable Signs: Size _____ X _____ Location _____

List dates, not to exceed 30 days: _____

Pennants, Balloons and Similar Articles: Size _____ Height _____
 Location _____

List dates, not to exceed 30 days total: _____

CERTIFICATE OF APPLICANT

I HEREBY CERTIFY THAT I AM FAMILIAR WITH, AND WILL CONFORM TO ALL THE REQUIREMENTS OF THE STATE CODE, AND CITY OF STURGEON BAY CODE COVERING THE WORK FOR WHICH THIS PERMIT IS REQUESTED, AND THAT I WILL NOTIFY THE CHIEF OF INSPECTION DEPT. WHEN SAID WORK IS READY FOR INSPECTION AS REQUIRED BY SAID CODE.

Representative for Door Co. VSC

Signed Deborah Logerquist
(PERSON MAKING APPLICATION)

PERMIT NO. _____ HEREBY ISSUED FOR THE ABOVE DESCRIBED WORK, AND IS TO BE COMPLETED IN ACCORDANCE WITH STATE AND CITY CODES.

PERMIT ISSUED _____ / _____ / _____

WORK MUST BEGIN NOT LATER THAN _____ / _____ / _____

THIS PERMIT EXPIRES _____ / _____ / _____

FEE \$ 30.00
+ 30.00
\$60.00

Signed _____
(CHIEF, INSPECTION DEPART.)

FOR OFFICE USE ONLY

WORK COMPLETED _____ / _____ / _____

INSPECTED _____ / _____ / _____

Signed _____

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to accept the agreements for NWTC and the Blank form for future use to be signed on behalf of the City by the Fire Chief.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Stewart Fett, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 31, 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: Fire Department Intern Program Agreement

BACKGROUND: Sturgeon Bay Fire Department has taken in Interns from different technical colleges from around the state. Fire interns are a vital role in making sure the fire service is staffed with quality personnel that have been trained and obtained real experience from working with a Fire Department. Sturgeon Bay Fire Department is committed to assisting men and women in obtaining the real life experience needed to be successful in their careers after graduation. The intern is covered by their school as a student and is not an employee of the City of Sturgeon Bay. The contracts assure the City and the Student that coverage is being provided.

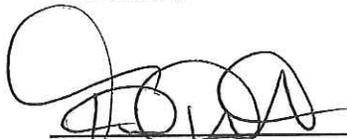
FISCAL IMPACT: Drug screen cost only.

OPTIONS: Accept or reject the agreements for NWTC and the Blank Agreement to be used in the future for interns.

RECOMMENDATION:

Recommend to the Common Council to accept the agreements for NWTC and the Blank form for future use to be signed on behalf of the City by the Fire Chief.

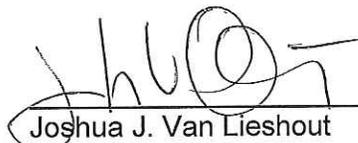
PREPARED BY:



Tim Dietman
Sturgeon Bay Fire Chief

5/25/2016
Date

REVIEWED BY:



Joshua J. Van Lieshout
City Administrator

5/25/2016
Date

**NORTHEAST WISCONSIN TECHNICAL COLLEGE
FIRE SCIENCE STUDENT
PLACEMENT AGREEMENT**

THIS FIRE MEDIC/SCIENCE STUDENT PLACEMENT AGREEMENT, is made and entered into as of the _____ (the "Agreement"), by and between the NORTHEAST WISCONSIN TECHNICAL COLLEGE DISTRICT, a Wisconsin statutory technical college district ("NWTC"), and the Fire Department whose full legal name and principal business address appear below opposite the parties' signatures (the "Fire Department").

WHEREAS, NWTC is a Wisconsin technical college district engaged in the education and training of students enrolled in allied Fire Science and Fire Medic instructional programs, which programs necessarily rely on and include practical, observation and participation in Fire Medic/Science and emergency facilities as a material component of the relevant curriculum;

WHEREAS, the Fire Department recognizes a need for an available workforce of well-trained graduates of Fire Science and Fire Medic programs who have obtained field observation and practical experience within Fire Science and emergency facilities actively engaged in delivering Fire Science services;

WHEREAS, NWTC maintains Fire Medic and Fire Science programs that include placement of students in Fire Departments for purposes of observation and practical experience including, but not limited to, the opportunity to "ride along" with emergency personnel;

WHEREAS, the Fire Department maintains and operates certain emergency medical facilities suitable for and engaged in providing Fire Science services which are valuable to NWTC's curriculum, the Fire Department desires to make such facilities and staff available to NWTC for instructional purposes, and NWTC desires to place its students with the emergency operations to be provided by Fire Department on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the agreements and covenants made herein, and other good and valuable consideration which the parties deem sufficient, NWTC and the Fire Department agree as follows:

A. INTRODUCTION

1. NWTC Instructional Program. This Student Placement Agreement shall apply to, and govern the placement of, those NWTC students enrolled in, and seeking field placements regarding, the instructional program designated in attached **Exhibit A** (the "Program").

2. The Fire Department. With regard to the Program, the Fire Department shall make its department, or other Fire Science Fire Department(ies) identified in attached **Exhibit B** (the "Site") available to NWTC for the education, training and temporary field placement of Program students.
3. Program Contacts. The principal contact for NWTC regarding the Program students placed at the Site hereunder and the principal contact for the Fire Department regarding the students placed at the Site hereunder are designated on attached **Exhibit C**.

B. OBLIGATIONS OF NWTC.

1. Compliance With Accreditation Standards. NWTC shall be solely responsible for developing, offering and implementing an educational curriculum in the Program, which shall be approved by the Wisconsin Technical College System Board and shall provide basic required classroom and field instruction consistent with (i) the standards of all applicable professional accrediting bodies and (ii) applicable federal, state and/or local laws and regulations.
2. Basic Classroom and Field Instruction. All Program students placed at the Fire Department shall first have satisfactorily completed all prerequisite classroom instruction. NWTC shall develop and implement the Program students' curriculum in its sole discretion, and shall have exclusive responsibility for developing the Program objectives, admitting (or rejecting) qualified students to the Program, providing instructional faculty, scheduling and monitoring field rotations by students, maintaining all permanent student records, assessing student performance and grading, and generally providing basic Program oversight and management.
3. NWTC Faculty. NWTC shall provide such faculty, adjunct faculty, instructional staff and/or supervisory personnel as the Fire Department and NWTC may agree upon from time to time.

C. OBLIGATIONS OF NWTC REGARDING PROGRAM STUDENTS.

1. HIPAA Compliance. NWTC and the Fire Department agree that the conduct of NWTC instructors/students, when instructors/students are placed with the Fire Department and are engaged in the performance of duties for the Fire Department, is under the direct control of the Fire Department, and these instructors/students are members of the Fire Department's workforce for HIPAA purposes, as defined in 45 C.F.R. § 160.103, under these circumstances. NWTC instructors/students will comply with all policies, procedures, laws, and regulations of the Fire Department which have been communicated to the instructor/student.
2. Student Health Screening. Prior to assigning any Program student to a field placement at the Site, NWTC shall determine that such students have been tested and passed all necessary health screening measures reasonably required by the Fire Department, consistent with the Fire Department's own health screening requirements of its own staff

and employees, according to information provided to NWTC by the Fire Department. Program students shall have received all vaccinations, immunizations and/or other preventative measures reasonably required by the Fire Department, or under applicable law.

3. Caregiver Background Checks. Prior to assigning any Program student or Program instructional staff to a field placement with the Fire Department (involving patient contact or which requires a "Caregiver Background Check" under Wisconsin law, including Wis. Admin. Code Chapter HFS 12), NWTC, itself or by a contractor or agent hired by it, shall perform a Caregiver Background Check which shall include (i) obtaining a completed State of Wisconsin "Background Information Disclosure" form and (ii) conducting a Criminal Records Check. If such background check indicates a criminal conviction or pending criminal charges constituting a "permanent bar" or "bar pending rehabilitation," NWTC shall not place such student, faculty and/or staff member subject to bar with the Fire Department. If the background check reveals a conviction or pending charges of a crime which is not a "permanent bar" or "bar pending rehabilitation," NWTC shall inform the Fire Department thereof, which shall determine in its sole discretion whether the conviction or pending charge(s) are substantially related to the care of the Fire Department's patients or clients. Written records regarding Caregiver Background checks shall be (i) maintained at all times by NWTC, (ii) provided, upon request to the Fire Department, and (iii) carried by each NWTC student, faculty or staff member while at the Site. The Caregiver Background Check shall be conducted at NWTC's or the student's cost. Caregiver Background checks completed by NWTC or its students for participation in other instructional programs within 3 months before the date the student would be assigned to the Program shall be recognized by the Fire Department and sufficient hereunder. NWTC shall immediately notify the Fire Department in writing if NWTC determines with reasonable certainty that any NWTC student, faculty or staff member at the Site pursuant to this Agreement may be or becomes subject to a "bar."
4. Student Discipline: Withdrawal. NWTC shall be responsible for maintaining the discipline, demeanor, and academic and professional conduct of students in the Program. Failure to observe the Fire Department's written policies, rules and regulations which have been previously communicated to NWTC (in writing) and its students (in writing or orally) may constitute grounds for termination of a student's field placement privileges, and NWTC may be requested by the Fire Department to terminate such student(s). The following may be grounds for student withdrawal: (i) repeated failure to maintain Caregiver Background Check documentation, (ii) repeated failure to follow Fire Department policies and procedures which have been communicated to the student, (iii) the existence of health conditions which pose a material risk (in the judgment of the Fire Department staff) to Fire Department patients with whom the student may have contact, and (iv) repeated failure to maintain adequate performance in the field placement. The foregoing are examples only, and do not limit NWTC's right to terminate student participation or the Fire Department's right to request the same.
5. Student Status. NWTC students participating in the "ride-along" or other operations with the Fire Department shall not be deemed employees of the Fire Department, and shall

receive no compensation for services they may provide. NWTC students may from time to time provide economically valuable services, but are engaged exclusively in an educational Program, solely for educational purposes, and the Fire Department shall not substitute students for, or support regular Site staffing requirements with, students.

6. Resolution of Conflicts in Favor of Patient Care. The Fire Department may in its sole discretion limit educational access to any NWTC students who do not meet the Fire Department's standards generally applicable to its employees for safety, health screening, professional conduct or ethical behavior. The Fire Department may resolve any conflict involving a student or the Program in favor of the Fire Department's patients' welfare, and restrict student involvement to observation.

D. OBLIGATIONS OF THE FIRE DEPARTMENT.

1. The Fire Department maintains full responsibility and authority for patient care at all times.
2. Provide Field Experiences. The Fire Department shall provide reasonable access to practical field experiences for the Program students, in a supervised and controlled setting. The field experiences shall be substantially related to the Program curriculum described at Exhibit B, and shall supplement and enhance the students' basic classroom instruction. Field experiences may include without limitation, access and exposure to (i) sources of relevant information for educational purposes; (ii) the Fire Department's procedure guides, policy manuals and physical facilities (including instrumentation, fire equipment, etc.); (iii) standard field references; (iv) the Fire Department's Fire staff, subject to staff availability.
3. Educational Support Facilities. Subject to availability, the Fire Department shall make available for educational purposes, meeting or conference rooms or other appropriate areas where groups of Program students may hold discussions, small group instructional sessions, and shall permit use of such supplies and equipment as are commonly available for safe Fire prevention and extinguishing practices.
4. Fire Department Staff Involvement. Subject to their availability, and as the Fire Department and NWTC's faculty and instructional staff assigned to the Program may agree from time to time, the Fire Department shall make its staff available to Program students for (i) educational question/answer sessions with students and NWTC faculty, (ii) giving verbal feedback as appropriate regarding student field performance, (iii) providing direct supervision of students in conjunction with NWTC faculty, and (iv) providing appropriate field experiences for students to gain practical Fire Science experiences consistent with the Program curriculum and instructional plans set forth by NWTC.
5. Fire Department Accreditation. At all times during the term of this Agreement, the Fire Department shall maintain the highest appropriate professional standards of care, maintain properly licensed and trained field staff, maintain the Site as a field Fire Department for instruction regarding an accredited Program, and integrate the students where appropriate into the Fire Science services being provided by the Fire Department.

6. Disclosure of Policies, Rules and Regulations. Prior to student placement with the Fire Department, the Fire Department shall provide NWTC faculty in charge of the Program with written copies (or precise references to standard field references) of, and generally inform NWTC regarding, applicable (i) Fire Department policies and procedures, (ii) applicable federal, state, and/or local laws and governmental regulations, and (iii) Fire Department rules and regulations, which in each case may affect the Program students during their field placement.
7. Orientation. The Fire Department shall provide Program students a general orientation, overview, and introduction to the Site, and to the conditions of patients generally treated therein in order to safeguard patient welfare and assist the students in gaining practical skills and confidence.

E. GENERAL PROVISIONS.

1. Term and Termination. The initial term of this Agreement shall be a two year term, commencing on May 18, 2016 and ending on July 31, 2016. This Agreement shall automatically renew for successive terms of two (2) years unless either party shall elect to not renew, and shall serve written notice upon the other party no less than ninety (90) days prior to the end of a term. Either party may terminate this Agreement upon a material breach of this Agreement which continues, uncured for a period of thirty (30) days following the non-breaching party's delivery of written notice to the breaching party; provided, however, that if cure cannot be practically accomplished with such 30 day period and the breaching party has promptly commenced cure with such 30 day period and diligently pursue cure thereafter, such 30 day period shall be extended for an additional period of up to 30 days. Notwithstanding anything in this Paragraph or the Agreement to the contrary, upon any termination of this Agreement, NWTC shall be permitted to maintain and complete the then effective Program student placements through the applicable current academic term, and the Fire Department shall cooperate with and permit existing field rotations for Program students already placed sufficiently with the Fire Department. This agreement supersedes any 'ride along' Student Placement agreements previously in place between the parties.
2. Insurance. At all times during the term of this Agreement, each party shall maintain in full force and effect, general and professional liability insurance covering each of its employees and agents against general and professional liability claims. Such coverage shall be in the minimum amount of \$1,000,000 per occurrence.
3. Dispute Resolution: Mediation; Arbitration.
 - (a) Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof first shall be submitted to mediation between the parties, facilitated by a professional mediator mutually acceptable to the parties. (If the parties cannot agree upon a mediator within 30 days of initial notice of a dispute subject to this paragraph, each party shall nominate a proposed mediator, who shall in

consultation with the other party's proposed mediator, select a third mediator to alone hear the dispute as soon as possible thereafter).

4. Force Majeure. No failure or delay in the performance of the obligations of NWTC or Fire Department under this Agreement shall be deemed a breach of this Agreement or create any liability therefore if the failure or delay in performance is due to any cause or causes beyond the control of the parties, including, without limitation, strikes, work stoppages, accidents, shut down or delay of suppliers, governmental orders, fires, explosions or other acts of God, theft, embargoes, loss or delay in transit, inability to secure transportation facilities or contingencies arising out of or due to national defense activities, war or emergency conditions. In the event of any such failure or delay or other nonperformance on the part of the parties, they shall have the right to cancel or defer performance under this Agreement in their complete discretion without liability, and such cancellation and/or deferral shall not affect the right of the party to recover amounts due hereunder for services provided except that, in all events hereunder the Fee shall be reduced in accordance with the loss of services. This paragraph shall not be construed to extend any cure period set forth in Section E1.

5. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received in all respects on the date it is personally delivered or one (1) day after being sent by reputable overnight courier or two (3) business days after deposit in the United States mail, certified mail, postage prepaid, return receipt requested, to the appropriate party at the address set forth below or as otherwise designated by such party to the other in writing:

If to NWTC: Northeast Wisconsin Technical College
Attn: Dean – Public Safety
2740 West Mason Street
P.O. Box 19042
Green Bay, WI 54307-9042
Tel.: 920-498-5679

If to Fire Department: Notices to the Fire Department shall be given at the address/telephone/facsimile indicated below opposite the parties' signatures.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter herein, and all prior agreements and understandings, whether written or oral, are merged herein and made a part hereof. No amendment, waiver or modification hereof shall be valid or given effect unless in writing, signed by both parties. All Exhibits, Schedules, Annexes or other documents referenced herein shall be incorporated into this Student Placement Agreement as if set forth fully herein.

7. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other.

8. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity or enforceability of any other provision hereof which shall remain valid and enforceable to the fullest extent permitted by law.
9. Waiver of Breach. The waiver by either party of the breach by the other party of any provisions of this Agreement shall not be deemed a waiver of any subsequent breach.
10. Section Headings. The headings in the Agreement are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this Agreement.
11. Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts, all of which shall bind each party hereto at such time as the same or a different counterpart has been signed by the other party for whom a signature space is hereafter provided even though both parties shall not have executed the same counterpart. This Agreement may be executed by facsimile. Each of the individuals executing this Agreement on behalf of a party, respectively, represents and warrants to the other that the individual has all power and authority necessary to bind the party hereto.
12. Independent Contractors. The parties are independent contractors, each acting as an independent entity with the ability to direct and control the performance of their respective obligations hereunder, subject to the terms and conditions of this Agreement. Nothing in this Agreement, or in the course of dealing between the parties hereunder, shall be construed to constitute the parties as partners, joint ventures or agents for one another; or as authorizing either party to obligate the other in any manner. Neither party shall represent itself, directly or by implication, to (i) be an employee, agent, partner or joint venture of the other, or (ii) in any manner to have power or authority to create any obligation on behalf of the other.

IN WITNESS WHEREOF, the parties have caused this Fire Science Student Placement Agreement to be executed as of the day, month and year written above.

"FIRE DEPARTMENT"

Sturgeon Bay Fire Department
421 Michigan Avenue
Sturgeon Bay, WI 54235

By: _____

Tim Dietman
Sturgeon Bay Fire Chief

Date: _____

Tel.: 920-746-2405

Fax:

Email: tdietman@sturgeonbaywi.org

"NWTC"

NORTHEAST WISCONSIN
TECHNICAL COLLEGE

By: Elizabeth J. Paape

Elizabeth Paape
Dean, Public Safety Department

Date: _____

Tel.: 920-498-5679

Fax: 920-498-5673

Email: elizabeth.paape@nwtc.edu

INCORPORATED EXHIBITS TO BE ATTACHED:

- Exhibit A: Program
- Exhibit B: Fire Department
- Exhibit C: Principal NWTC and Fire Department Contacts

**NORTHEAST WISCONSIN TECHNICAL COLLEGE
FIRE SCIENCE STUDENT
PLACEMENT AGREEMENT**

Exhibit A: The NWTC instructional Program(s) subject to this Student Placement Agreement are:

EMT (Emergency Medical Technician)
Advanced EMT (Advanced Emergency Medical Technician)
Paramedic
Fire Medic
Fire Science

Exhibit B: The address (or other specifically identifying information) regarding the Fire Science or other Fire Department(ies) (clinics, hospitals, nursing homes, Fire Stations, etc.) at which Program students will be placed are:

Sturgeon Bay Fire Department
421 Michigan St
Sturgeon Bay, WI 54235

Exhibit C:

Principal NWTC contact:

Elizabeth Paape, DEAN

Principal Fire Department contact:

Elizabeth Paape

Name (Please print clearly)

(920) 498-5679

Phone Number

Program information Website links:

Program Name	Website Link
Advanced Emergency Medical Technician	<u>Advanced Emergency Medical Technician</u>
Emergency Medical Technician	<u>Emergency Medical Technician</u>
Paramedic	<u>Paramedic</u>
Fire Medic	<u>Fire Medic</u>
Fire Science	<u>Fire Science</u>

2. The Fire Department. With regard to the Program, the Fire Department shall make its department, or other Fire Science Fire Department(ies) identified in attached **Exhibit B** (the "Site") available to ____ for the education, training and temporary field placement of Program students.
3. Program Contacts. The principal contact for ____ regarding the Program students placed at the Site hereunder and the principal contact for the Fire Department regarding the students placed at the Site hereunder are designated on attached **Exhibit C**.

B. OBLIGATIONS OF ____.

1. Compliance With Accreditation Standards. ____ shall be solely responsible for developing, offering and implementing an educational curriculum in the Program, which shall be approved by the Wisconsin Technical College System Board and shall provide basic required classroom and field instruction consistent with (i) the standards of all applicable professional accrediting bodies and (ii) applicable federal, state and/or local laws and regulations.
2. Basic Classroom and Field Instruction. All Program students placed at the Fire Department shall first have satisfactorily completed all prerequisite classroom instruction. ____ shall develop and implement the Program students' curriculum in its sole discretion, and shall have exclusive responsibility for developing the Program objectives, admitting (or rejecting) qualified students to the Program, providing instructional faculty, scheduling and monitoring field rotations by students, maintaining all permanent student records, assessing student performance and grading, and generally providing basic Program oversight and management.
3. Faculty. ____ shall provide such faculty, adjunct faculty, instructional staff and/or supervisory personnel as the Fire Department and ____ may agree upon from time to time.

C. OBLIGATIONS OF ____ REGARDING PROGRAM STUDENTS.

1. HIPAA Compliance. ____ and the Fire Department agree that the conduct of ____ instructors/students, when instructors/students are placed with the Fire Department and are engaged in the performance of duties for the Fire Department, is under the direct control of the Fire Department, and these instructors/students are members of the Fire Department's workforce for HIPAA purposes, as defined in 45 C.F.R. § 160.103, under these circumstances. ____ instructors/students will comply with all policies, procedures, laws, and regulations of the Fire Department which have been communicated to the instructor/student.
2. Student Health Screening. Prior to assigning any Program student to a field placement at the Site, ____ shall determine that such students have been tested and passed all necessary health screening measures reasonably required by the Fire Department, consistent with the Fire Department's own health screening requirements of its own staff and employees, according to information provided to ____ by the Fire Department. Program students shall

have received all vaccinations, immunizations and/or other preventative measures reasonably required by the Fire Department, or under applicable law.

3. Caregiver Background Checks. Prior to assigning any Program student or Program instructional staff to a field placement with the Fire Department (involving patient contact or which requires a "Caregiver Background Check" under Wisconsin law, including Wis. Admin. Code Chapter HFS 12), _____, itself or by a contractor or agent hired by it, shall perform a Caregiver Background Check which shall include (i) obtaining a completed State of Wisconsin "Background Information Disclosure" form and (ii) conducting a Criminal Records Check. If such background check indicates a criminal conviction or pending criminal charges constituting a "permanent bar" or "bar pending rehabilitation," _____ shall not place such student, faculty and/or staff member subject to bar with the Fire Department. If the background check reveals a conviction or pending charges of a crime which is not a "permanent bar" or "bar pending rehabilitation," _____ shall inform the Fire Department thereof, which shall determine in its sole discretion whether the conviction or pending charge(s) are substantially related to the care of the Fire Department's patients or clients. Written records regarding Caregiver Background checks shall be (i) maintained at all times by _____, (ii) provided, upon request to the Fire Department, and (iii) carried by each _____ student, faculty or staff member while at the Site. The Caregiver Background Check shall be conducted at _____ or the student's cost. Caregiver Background checks completed by _____ or its students for participation in other instructional programs within 3 months before the date the student would be assigned to the Program shall be recognized by the Fire Department and sufficient hereunder. _____ shall immediately notify the Fire Department in writing if _____ determines with reasonable certainty that any _____ student, faculty or staff member at the Site pursuant to this Agreement may be or becomes subject to a "bar."
4. Student Discipline: Withdrawal. _____ shall be responsible for maintaining the discipline, demeanor, and academic and professional conduct of students in the Program. Failure to observe the Fire Department's written policies, rules and regulations which have been previously communicated to _____ (in writing) and its students (in writing or orally) may constitute grounds for termination of a student's field placement privileges, and _____ may be requested by the Fire Department to terminate such student(s). The following may be grounds for student withdrawal: (i) repeated failure to maintain Caregiver Background Check documentation, (ii) repeated failure to follow Fire Department policies and procedures which have been communicated to the student, (iii) the existence of health conditions which pose a material risk (in the judgment of the Fire Department staff) to Fire Department patients with whom the student may have contact, and (iv) repeated failure to maintain adequate performance in the field placement. The foregoing are examples only, and do not limit _____ right to terminate student participation or the Fire Department's right to request the same.
5. Student Status. _____ students participating in the "ride-along" or other operations with the Fire Department shall not be deemed employees of the Fire Department, and shall receive no compensation for services they may provide. _____ students may from time to time provide economically valuable services, but are engaged exclusively in an educational

Program, solely for educational purposes, and the Fire Department shall not substitute students for, or support regular Site staffing requirements with, students.

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3. Educational Support Facilities. Subject to availability, the Fire Department shall make available for educational purposes, meeting or conference rooms or other appropriate areas where groups of Program students may hold discussions, small group instructional sessions, and shall permit use of such supplies and equipment as are commonly available for safe Fire prevention and extinguishing practices.
4. Fire Department Staff Involvement. Subject to their availability, and as the Fire Department and ____ faculty and instructional staff assigned to the Program may agree from time to time, the Fire Department shall make its staff available to Program students for (i) educational question/answer sessions with students and ____ faculty, (ii) giving verbal feedback as appropriate regarding student field performance, (iii) providing direct supervision of students in conjunction with ____ faculty, and (iv) providing appropriate field experiences for students to gain practical Fire Science experiences consistent with the Program curriculum and instructional plans set forth by ____.
5. Fire Department Accreditation. At all times during the term of this Agreement, the Fire Department shall maintain the highest appropriate professional standards of care, maintain properly licensed and trained field staff, maintain the Site as a field Fire Department for instruction regarding an accredited Program, and integrate the students where appropriate into the Fire Science services being provided by the Fire Department.
6. Disclosure of Policies, Rules and Regulations. Prior to student placement with the Fire Department, the Fire Department shall provide ____ faculty in charge of the Program with written copies (or precise references to standard field references) of, and generally inform

_____ regarding, applicable (i) Fire Department policies and procedures, (ii) applicable federal, state, and/or local laws and governmental regulations, and (iii) Fire Department rules and regulations, which in each case may affect the Program students during their field placement.

7. Orientation. The Fire Department shall provide Program students a general orientation, overview, and introduction to the Site, and to the conditions of patients generally treated therein in order to safeguard patient welfare and assist the students in gaining practical skills and confidence.

E. GENERAL PROVISIONS.

1. Term and Termination. The initial term of this Agreement shall be a two year term, commencing on _____ and ending on _____. This Agreement shall automatically renew for successive terms of two (2) years unless either party shall elect to not renew, and shall serve written notice upon the other party no less than ninety (90) days prior to the end of a term. Either party may terminate this Agreement upon a material breach of this Agreement which continues, uncured for a period of thirty (30) days following the non-breaching party's delivery of written notice to the breaching party; provided, however, that if cure cannot be practically accomplished with such 30 day period and the breaching party has promptly commenced cure with such 30 day period and diligently pursue cure thereafter, such 30 day period shall be extended for an additional period of up to 30 days. Notwithstanding anything in this Paragraph or the Agreement to the contrary, upon any termination of this Agreement, _____ shall be permitted to maintain and complete the then effective Program student placements through the applicable current academic term, and the Fire Department shall cooperate with and permit existing field rotations for Program students already placed sufficiently with the Fire Department. This agreement supersedes any 'ride along' Student Placement agreements previously in place between the parties.
2. Insurance. At all times during the term of this Agreement, each party shall maintain in full force and effect, general and professional liability insurance covering each of its employees and agents against general and professional liability claims. Such coverage shall be in the minimum amount of \$1,000,000 per occurrence.
3. Dispute Resolution: Mediation; Arbitration.
 - (a) Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof first shall be submitted to mediation between the parties, facilitated by a professional mediator mutually acceptable to the parties. (If the parties cannot agree upon a mediator within 30 days of initial notice of a dispute subject to this paragraph, each party shall nominate a proposed mediator, who shall in consultation with the other party's proposed mediator, select a third mediator to alone hear the dispute as soon as possible thereafter).

4. Force Majeure. No failure or delay in the performance of the obligations of ____ or Fire Department under this Agreement shall be deemed a breach of this Agreement or create any liability therefore if the failure or delay in performance is due to any cause or causes beyond the control of the parties, including, without limitation, strikes, work stoppages, accidents, shut down or delay of suppliers, governmental orders, fires, explosions or other acts of God, theft, embargoes, loss or delay in transit, inability to secure transportation facilities or contingencies arising out of or due to national defense activities, war or emergency conditions. In the event of any such failure or delay or other nonperformance on the part of the parties, they shall have the right to cancel or defer performance under this Agreement in their complete discretion without liability, and such cancellation and/or deferral shall not affect the right of the party to recover amounts due hereunder for services provided except that, in all events hereunder the Fee shall be reduced in accordance with the loss of services. This paragraph shall not be construed to extend any cure period set forth in Section E1.
5. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received in all respects on the date it is personally delivered or one (1) day after being sent by reputable overnight courier or two (3) business days after deposit in the United States mail, certified mail, postage prepaid, return receipt requested, to the appropriate party at the address set forth below or as otherwise designated by such party to the other in writing:
- If to ____:
- If to Fire Department: Notices to the Fire Department shall be given at the address/telephone/facsimile indicated below opposite the parties' signatures.
6. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter herein, and all prior agreements and understandings, whether written or oral, are merged herein and made a part hereof. No amendment, waiver or modification hereof shall be valid or given effect unless in writing, signed by both parties. All Exhibits, Schedules, Annexes or other documents referenced herein shall be incorporated into this Student Placement Agreement as if set forth fully herein.
7. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other.
8. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity or enforceability of any other provision hereof which shall remain valid and enforceable to the fullest extent permitted by law.
9. Waiver of Breach. The waiver by either party of the breach by the other party of any provisions of this Agreement shall not be deemed a waiver of any subsequent breach.

10. Section Headings. The headings in the Agreement are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this Agreement.
11. Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts, all of which shall bind each party hereto at such time as the same or a different counterpart has been signed by the other party for whom a signature space is hereafter provided even though both parties shall not have executed the same counterpart. This Agreement may be executed by facsimile. Each of the individuals executing this Agreement on behalf of a party, respectively, represents and warrants to the other that the individual has all power and authority necessary to bind the party hereto.
12. Independent Contractors. The parties are independent contractors, each acting as an independent entity with the ability to direct and control the performance of their respective obligations hereunder, subject to the terms and conditions of this Agreement. Nothing in this Agreement, or in the course of dealing between the parties hereunder, shall be construed to constitute the parties as partners, joint ventures or agents for one another; or as authorizing either party to obligate the other in any manner. Neither party shall represent itself, directly or by implication, to (i) be an employee, agent, partner or joint venture of the other, or (ii) in any manner to have power or authority to create any obligation on behalf of the other.

IN WITNESS WHEREOF, the parties have caused this Fire Science Student Placement Current Proposed Agreement to be executed as of the day, month and year written above.

"FIRE DEPARTMENT"

Sturgeon Bay Fire Department
421 Michigan Avenue
Sturgeon Bay, WI 54235

" ____ "

TECHNICAL COLLEGE

By: _____

Tim Dietman
Sturgeon Bay Fire Chief

Date: _____

By: _____

Date: _____

Tel.: 920-746-2405

Fax:

Email: tdietman@sturgeonbaywi.org

Tel.:

Fax:

Email: .

INCORPORATED EXHIBITS TO BE ATTACHED:

Exhibit A: Program

Exhibit B: Fire Department

Exhibit C: Principal _____ and Fire Department Contacts

**TECHNICAL COLLEGE
FIRE SCIENCE STUDENT
PLACEMENT AGREEMENT**

Exhibit A: The ____ instructional Program(s) subject to this Student Placement Agreement are:

Fire Science

Exhibit B: The address (or other specifically identifying information) regarding the Fire Science or other Fire Department(ies) (clinics, hospitals, nursing homes, Fire Stations, etc.) at which Program students will be placed are:

Sturgeon Bay Fire Department
421 Michigan St
Sturgeon Bay, WI 54235

Exhibit C:

Principal ____ contact:

_____, DEAN

Principal Fire Department contact:

Name (Please print clearly)

Phone Number