



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, JANUARY 7, 2020
IMMEDIATELY FOLLOWING BOARD OF PUBLIC WORKS
WHICH BEGINS AT 6:00 PM
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST
DAVID J. WARD, MAYOR**

1. Call to order.
2. Pledge of Allegiance.
3. Roll call.
4. Adoption of agenda.
5. Recognition of Retiring Lt. Ken Doell from Sturgeon Bay Fire Department.
6. Public Comment.
7. Consideration of the following bills: General Fund – \$131,819.33, Capital Fund - \$125,602.86, Cable TV - \$5,101.63, TID #4 - \$20.89 and Solid Waste Enterprise Fund - \$3,358.91 for a grand total of \$265,903.62. roll call]
8. **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 12/17/19 regular Common Council minutes.
 - * b. Approval of the following minutes:
 1. Amended Parking & Traffic Committee – 11/25/19
 2. Joint Park & Recreation Committee/Board – 12/4/19
 3. Finance/Purchasing & Building Committee – 12/10/19
 4. City Plan Commission – 12/18/19
 5. Personnel Committee – 12/19/19
 6. Personnel Committee – 12/31/19
 - * c. Consideration of: Approval of Beverage Operator Licenses.
 - * d. Finance/Purchasing & Building Committee recommendation re: Extend the deadline for Habitat for Humanity for build on Lot 11, Block 11 by one year.
9. Mayoral appointments.
10. Consideration of: Spring Primary.
11. Second reading of ordinance re: Create Section 7.16 of the Municipal Code – Restricted Streets.
12. First reading of ordinance re: Creating Section 12.09 of the Municipal Code – Coal Tar Sealant Products.

13. Resolution re: Deferred Compensation Plan Adoption.
14. Personnel Committee recommendation re: Approve Labor Agreement between the Sturgeon Bay Professional Police Association/LEER Division Local 449 and the City of Sturgeon Bay.
15. Personnel Committee recommendation re: Approve Labor Agreement between Sturgeon Bay Firefighter Association Local 2682, IAFF, AFL-CIO-CLC and City of Sturgeon Bay.
16. Items to be Included on Future Agendas (New Business).
17. Committee Chairperson Reports:
 - a. City Plan Commission
 - b. Finance/Purchasing & Building Committee
 - c. Park & Recreation Committee
18. City Administrator report.
19. Mayor's report.
20. Convene in closed session in accordance with the following exemptions:
 - a. Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis. Stats. 19.85(1)(e)

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

Consideration of: Door County Case No. 16-CV-129, Stone Harbor excessive tax assessment matter.

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

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: Jun 3, 2020

Time: 12:00pm

By: UM

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 01/07/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
LIABILITIES				
R0001589	JENNIFER SHEFCHIK	TREE PERMT DEP REF/TP 001 18	01-000-000-23163	600.00
R0001590	PETER SHERWOOD	TREE PLANT DEP RFND/TP-002-16	01-000-000-23163	400.00
TOTAL LIABILITIES				1,000.00
2017 CAPITAL PROJECTS & EQUIP				
01761	ASSOCIATED TRUST COMPANY	GO REFND BONDS 11.14.17	01-000-901-70002	475.00
TOTAL 2017 CAPITAL PROJECTS & EQUIP				475.00
2018 CAPITAL PROJ & EQ				
01761	ASSOCIATED TRUST COMPANY	GO PROM NOTE 11.6.18	01-000-904-70002	475.00
TOTAL 2018 CAPITAL PROJ & EQ				475.00
TOTAL GENERAL FUND				1,950.00
CITY COUNCIL				
12300	LEAGUE OF WI MUNICIPALITIES	2020 DUES	01-105-000-56000	3,186.39
12300		6 BOOKLETS	01-105-000-56000	15.00
TOTAL				3,201.39
TOTAL CITY COUNCIL				3,201.39
LAW/LEGAL				
16555	PINKERT LAW FIRM, LLP	11/19 TRAFFIC MATTERS	01-110-000-55010	1,215.00
TOTAL				1,215.00
TOTAL LAW/LEGAL				1,215.00
CITY CLERK-TREASURER				
07755	GOVERNMENT FINANCE OFFICERS	ANNL MEMBERSHIP CLARIZIO	01-115-000-55600	170.00
13875	MUNICIPAL CODE CORP	ADMIN SUPPORT FEE	01-115-000-57050	275.00
13875		SUPPLEMENTAL PAGES #38/TABS	01-115-000-57050	1,601.65
17700	QUILL CORPORATION	DYMO LABEL WRITER	01-115-000-51950	139.99
22800	WALMART COMMUNITY	EMPLOY BENEFIT MTG SUPPLIES	01-115-000-51950	25.55
USBANK	US BANK	MEETING REGISTRATION/REINHARDT	01-115-000-55600	30.00
USBANK		WHITE BOARD MESSAGE SIGN	01-115-000-54999	74.60
WCMA	WCMA	2020 DUES-CLARIZIO	01-115-000-55600	50.00
TOTAL				2,366.79
TOTAL CITY CLERK-TREASURER				2,366.79
COMPUTER				
04696	DOOR COUNTY TREASURER	12/19 INTERNET USAGE	01-125-000-55550	100.00

DATE: 12/31/2019
TIME: 14:01:50
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 01/07/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
04696		12/19 TECH SUPPORT	01-125-000-55550	2,500.00
04696		12/19 2 G INTERNET	01-125-000-55550	375.00
		TOTAL		2,975.00
		TOTAL COMPUTER		2,975.00
CITY ASSESSOR				
ASSO APP	ASSOCIATES APPRAISAL	01.07.20 CONTRACT	01-130-000-55010	1,333.41
WI	WISCONSIN DEPT OF REVENUE	2019 MGF FEE ASSESSMENT	01-130-000-51530	3,128.93
		TOTAL		4,462.34
		TOTAL CITY ASSESSOR		4,462.34
BUILDING/ZONING CODE ENFORCEMT				
SAFEBUILD	SAFE BUILT	PLAN REVIEW FEE 1019 EGG HRBR	01-140-000-55010	212.50
		TOTAL		212.50
		TOTAL BUILDING/ZONING CODE ENFORCEMT		212.50
MUNICIPAL SERVICES ADMIN.				
03133	CELLCOM WISCONSIN RSA 10	11/19 CHAD CELL SVC	01-145-000-58250	24.91
		TOTAL		24.91
		TOTAL MUNICIPAL SERVICES ADMIN.		24.91
PUBLIC WORKS ADMINISTRATION				
03133	CELLCOM WISCONSIN RSA 10	11/19 STEVE CELL SVC	01-150-000-58250	31.90
03133		11/19 MIKE B CELL SVC	01-150-000-58250	58.96
03133		11/19 CELL SVC	01-150-000-58250	7.57
03133		11/19 CELL SVC	01-150-000-58250	24.91
17700	QUILL CORPORATION	OFFICE SUPPLIES	01-150-000-51950	85.99
17700		BLACK/YELLOW/CYAN TONERS	01-150-000-51950	155.97
22800	WALMART COMMUNITY	ASSTED OFFICE SUPPLIES	01-150-000-51950	47.08
		TOTAL		412.38
		TOTAL PUBLIC WORKS ADMINISTRATION		412.38
CITY HALL				
03159	SPECTRUM	11/19 FIRE CABLE SVC	01-160-000-58999	134.78
04966	EAGLE MECHANICAL INC	WATER HEATER REPAIRS	01-160-000-58999	391.66
19959	SUPERIOR CHEMICAL CORP	20 BOX ICE MELT @ 33.43 EA	01-160-000-54999	668.60

DATE: 12/31/2019
TIME: 14:01:50
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 01/07/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
19959		FREIGHT	01-160-000-54999	66.11
23730	WPS	421 MICHIGAN ST-CITY HALL	01-160-000-56600	1,695.94
WARNER	WARNER-WEXEL WHOLESALE &	PAPER PRODUCTS	01-160-000-51850	83.01
WARNER		PAPER PRODUCTS	01-160-000-51850	31.14
TOTAL				3,071.24
TOTAL CITY HALL				3,071.24
INSURANCE				
MUN PROP	MUNICIPAL PROPERTY INSURANCE	PROPERTY INSURANCE	01-165-000-57350	34,221.00
TOTAL				34,221.00
TOTAL INSURANCE				34,221.00
GENERAL EXPENDITURES				
04656	DOOR COUNTY SOIL & WATER	ANNL PERMIT MINE SITE	01-199-000-58900	313.50
04696	DOOR COUNTY TREASURER	12/19 CITY HALL PHONE SVC	01-199-000-58200	81.89
04696		12/19 FIRE PHONE SVC	01-199-000-58200	26.85
04696		12/19 MUN PHONE SVC	01-199-000-58200	28.62
04696		12/19 POLICE PHONE SVC	01-199-000-58200	64.12
08167	GANNETT WISCONSIN NEWSPAPERS	PHN SURFACING AREAS	01-199-000-57450	37.49
08167		ORD PUBLICATION 1367-1119	01-199-000-57450	561.30
08167		ORD PUBLICATION 1366-1019	01-199-000-57450	37.17
08167		ORD PUBLICATION 1365-1019	01-199-000-57450	47.69
EHLERS	EHLERS & ASSOCIATES, INC.	ARBITRAGE REPORTING	01-199-000-57000	1,500.00
MILLIMAN	MILLIMAN, INC	GASB 75 & 74 24 MNTH WEB ACCSS	01-199-000-57000	2,800.00
USBANK	US BANK	20 FIRST AID KITS @ 24.98/TAX	01-199-000-55605	527.00
USBANK		HEALTH INSURANCE DOC MAILING	01-199-000-57250	25.85
WI	WISCONSIN DEPT OF REVENUE	BUSINESS TAX REGIST RENEWAL	01-199-000-58900	10.00
TOTAL				6,061.48
TOTAL GENERAL EXPENDITURES				6,061.48
POLICE DEPARTMENT				
04150	DEJARDIN CLEANERS LLC	LAUNDRY MAINTENANCE/PORTER	01-200-000-56800	78.64
04150		LAUNDRY MAINTENANCE/BRINKMAN	01-200-000-56800	8.00
04575	DOOR COUNTY HARDWARE	LITHIUM BATTERY	01-200-000-51950	5.99
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	ASSORTED OFFICE SUPPLIES	01-200-000-51950	62.50
USBANK	US BANK	MEAL/19-012968	01-200-000-55600	19.71
USBANK		MEAL/PORTER	01-200-000-55600	9.26
USBANK		HOTEL RES. CONF/PORTER	01-200-000-55600	91.00
USBANK		CONFERENCE REG/PORTER	01-200-000-55600	200.00
USBANK		HOTEL RES CONF/BRINKMAN	01-200-000-55600	102.15
USBANK		CONFERENCE REG/BRINKMAN	01-200-000-55600	250.00
TOTAL				827.25
TOTAL POLICE DEPARTMENT				827.25

INVOICES DUE ON/BEFORE 01/07/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
POLICE DEPARTMENT/PATROL				
03133	CELLCOM WISCONSIN RSA 10	10/19 MIFI WIRELESS ROUTERS	01-215-000-58250	315.96
03133		11/19 PORT SEC CAMERA SYSTEM	01-215-000-58250	279.56
04696	DOOR COUNTY TREASURER	11/19 FUEL	01-215-000-51650	3,081.36
BEE SAFE	BEE SAFE STORAGE LLC	TRAILER RE: 19-012968	01-215-000-58999	80.00
DEERCREE	DEER CREEK TECHNOLOGIES	DOC MANAGE SOFTWARE/22 USERS	01-215-000-58999	375.00
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	SQUAD 80 MAINTENANCE	01-215-000-58600	38.81
JIM FORD		INVESTIGATOR VEH MAINTENANCE	01-215-000-58600	495.00
JIM FORD		SQUAD 20 MAINTENANCE	01-215-000-58600	126.01
JIM FORD		MAINTENANCE SQD 30	01-215-000-58600	26.00
JIM FORD		ESCAPE MAINTENANCE	01-215-000-58600	21.00
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	ICE CHISEL	01-215-000-54999	14.99
USBANK	US BANK	WINTER GLOVES/OFFICERS	01-215-000-52900	127.14
USBANK		FUEL	01-215-000-51650	61.88
USBANK		FUEL	01-215-000-51650	62.22
USBANK		FUEL	01-215-000-51650	37.82
USBANK		FUEL	01-215-000-51650	25.00
USBANK		ICLOUD STORAGE	01-215-000-58250	0.99
USBANK		MEDIA RELATION TRNING/SHEW	01-215-000-55600	100.00
TOTAL				5,268.74
TOTAL POLICE DEPARTMENT/PATROL				5,268.74
POLICE DEPT. / INVESTIGATIONS				
SPILLMAN	MOTOROLA SOLUTIONS	ANNL MAINTENANCE	01-225-000-58999	5,645.84
STATEEMP	DEPT OF ADMINISTRATION	BINOCULARS	01-225-000-57950	240.60
TOTAL				5,886.44
TOTAL POLICE DEPT. / INVESTIGATIONS				5,886.44
FIRE DEPARTMENT				
04150	DEJARDIN CLEANERS LLC	GEAR REPAIR	01-250-000-56250	12.00
04575	DOOR COUNTY HARDWARE	CREDIT RETURN	01-250-000-54999	-3.59
04575		TOGGLE BOLT/LOW VOLT STAPLE	01-250-000-54999	8.98
04575		ASSORTED SUPPLIES	01-250-000-54999	30.77
04575		HOSE CLAMP/PUMP/TUBING	01-250-000-54999	70.41
04575		TRAP/WASHER/SINK TAILPIECE	01-250-000-54999	45.57
04575		ASSORTED SUPPLIES	01-250-000-54999	21.05
04575		BATTERIES/AIR FILTER	01-250-000-54999	25.96
04575		FURNACE WATER PAD	01-250-000-54999	8.99
04575		FREIGHT	01-250-000-54999	15.38
04575		ELECTRICAL TAPE/DRILLBIT	01-250-000-54999	58.97
04575		SILICONE/VELCRO COINSBLACK	01-250-000-54999	16.57
04575		FASTENERS	01-250-000-54999	0.86
04575		FASTENERS	01-250-000-54999	1.92
04575		HINGE	01-250-000-54999	9.99
04696	DOOR COUNTY TREASURER	11/19 FUEL	01-250-000-51650	1,212.95
06650	GALLS, AN ARAMARK COMPANY	UNIFORM	01-250-000-52900	78.96
06650		UNIFORM	01-250-000-52900	78.98
16570	PIONEER FIRE COMPANY	UNIFORMS	01-250-000-52900	1,003.40
16570		UNIFORMS	01-250-000-52900	259.00

DATE: 12/31/2019
TIME: 14:01:50
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 01/07/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
17700	QUILL CORPORATION	OFFICE DESK CALENDARS	01-250-000-51950	17.97
23730	WPS	656 S OXFORD AVE	01-250-000-56600	239.54
EMER REP	EMERGENCY REPORTING	ANNL REPORTING SYSTEM	01-250-000-56000	2,791.60
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	DEF	01-250-000-53000	19.98
O'REILLY		RV ANTIFREEZE	01-250-000-53000	5.99
O'REILLY		ROCKER SWITCH	01-250-000-53000	8.99
O'REILLY		MOUNT PANEL	01-250-000-53000	3.79
PAULCONW	PAUL CONWAY SHIELDS	UNIFORM HELMET	01-250-000-52900	134.50
PAULCONW		SHIELD	01-250-000-52900	66.49
PAULCONW		EMPLOYEE ID TAGS	01-250-000-52900	243.50
TRUCK	TRUCK EQUIPMENT, INC.	BRAKES/TENDER 1	01-250-000-53000	700.72
USBANK	US BANK	CREDIT	01-250-000-58250	-117.24
USBANK		RECOGNITION PLAQUE	01-250-000-51950	83.95
USBANK		NEW LT. PANEL-SHIELD	01-250-000-52950	50.48
USBANK		TRAVEL MEALS	01-250-000-55600	20.12
TOTAL				7,227.50
TOTAL FIRE DEPARTMENT				7,227.50
SOLID WASTE MGMT/SPRING/FALL				
25700	ZARNOTH BRUSH WORKS INC	CREDIT RETURN	01-311-000-53000	-79.20
25700		LEAF RAKES & MIRROR	01-311-000-53000	497.90
TOTAL				418.70
TOTAL SOLID WASTE MGMT/SPRING/FALL				418.70
SNOW REMOVAL				
SNOW REMOVAL				
13825	MORTON SALT	208.64TN ROAD SALT @ 68.53	01-410-000-52400	14,298.10
BLUE TRP	BLUE TARP FINANCIAL	S 500 SPREADER	01-410-000-51400	549.99
BLUE TRP		SHIPPING	01-410-000-51400	137.97
TOTAL SNOW REMOVAL				14,986.06
TOTAL SNOW REMOVAL				14,986.06
STREET MACHINERY				
02005	BAY ELECTRONICS, INC.	ANTENNA/FITTING/MOUNT-RADIO	01-450-000-57550	74.59
04545	DOOR COUNTY COOPERATIVE/NAPA	BOSS SHOE MONROE	01-450-000-53000	91.90
04545		FREIGHT	01-450-000-53000	10.14
04545		LENS	01-450-000-53000	3.88
04545		BATTERY	01-450-000-53000	97.52
04545		BATTERY	01-450-000-53000	242.42
04545		TOGGLE SWITCH	01-450-000-53000	4.94
04696	DOOR COUNTY TREASURER	11/19 FUEL 327.50 G	01-450-000-51650	757.51
04696		11/19 DSL FUEL 539.07 G	01-450-000-51650	1,466.27
06012	FASTENAL COMPANY	CABLE TIES/FASTENERS	01-450-000-52150	25.51
06012		SUPPLIES	01-450-000-52150	32.57
06012		TORCH HANDLE	01-450-000-52150	252.16

DATE: 12/31/2019
TIME: 14:01:50
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 01/07/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
06012		ASSORTED SUPPLIES	01-450-000-52150	255.15
08225	HERLACHE SMALL ENGINE	FUEL FILTER/PLUG	01-450-000-52150	52.50
08225		FUEL FILTER/PLUG	01-450-000-52150	51.74
08225		BAR OIL	01-450-000-52150	30.00
13655	MONROE TRUCK EQUIPMENT, INC	BUMPER REAR MOUNT	01-450-000-53000	38.10
ADVAUTO	GENERAL PARTS DISTRIBUTION LLC	AIR/FILTERS	01-450-000-53000	49.70
ADVAUTO		CABIN AIR	01-450-000-53000	7.84
ADVAUTO		SUPPLIES	01-450-000-52150	38.16
ASTRO	ASTRO HYDRAULICS, INC	HYDRAULIC CYLINDER REPAIR	01-450-000-53000	349.70
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	QT JACKOIL	01-450-000-53000	4.99
QUALITY	QUALITY TRUCK CARE CENTER INC	WIPER BLADES	01-450-000-52150	51.00
SUPERIOR	SUPERIOR VISION INSURANCE	SNOW WAX	01-450-000-54999	256.15
SUPERIOR		CLEANER	01-450-000-54999	21.44
SUPERIOR		SHIPPING	01-450-000-54999	37.21
TOTAL				4,303.09
TOTAL STREET MACHINERY				4,303.09
CITY GARAGE				
01766	AURORA MEDICAL GROUP	DOT DRUG TESTING/D DAVIS	01-460-000-57100	75.00
01766		DOT DRUG SCREE/K DELFOSSE	01-460-000-57100	75.00
01766		DOT DRUG SCREEN/L JENNERJOHN	01-460-000-57100	75.00
18950	SAFETY-KLEEN CORP	PARTS WASHER SERVICE	01-460-000-58999	256.18
23730	WPS	835 N 14TH AVE	01-460-000-56600	1,335.92
AMER O D	AMERICAN OVERHEAD DOOR	REPAIR PARTS DPW SVC DOOR	01-460-000-55300	23.58
AMER O D		REPAIR LABOR DPW SVC DOOR	01-460-000-55300	297.50
APPLY MS	APPLIED MSS	7 FOLDABLE LIGHTS	01-460-000-52700	420.00
APPLY MS		SHIPPING	01-460-000-52700	52.00
TOTAL				2,610.18
TOTAL CITY GARAGE				2,610.18
HIGHWAYS - GENERAL				
13321	LARRY JENNERJOHN	SAFETY CLOTHING/L JENNERJOHN	01-499-000-56800	41.10
13321		SAFETY CLOTHING/L JENNERJOHN	01-499-000-56800	71.73
13321		SAFETY CLOTHING/L JENNERJOHN	01-499-000-56800	137.17
POLLOCK	DALE POLLOCK	SAFETY CLOTHING/POLLOCK	01-499-000-56800	75.59
TOTAL				325.59
TOTAL HIGHWAYS - GENERAL				325.59
PARK & RECREATION ADMIN				
03133	CELLCOM WISCONSIN RSA 10	11/19 MIKE B CELL SVC	01-500-000-58250	58.96
03133		11/19 CELL SVC	01-500-000-58250	7.56
PULSE	PENINSULA PULSE	PROGRAM ADVERTISING	01-500-000-57450	1,356.60
SWANK	SWANK MOTION PICTURES, INC	4 MOVIES IN THE PARK	01-500-000-52250	2,800.00
TOTAL				4,223.12

DATE: 12/31/2019
TIME: 14:01:50
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 7

INVOICES DUE ON/BEFORE 01/07/2020

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

GENERAL FUND

TOTAL PARK & RECREATION ADMIN	4,223.12
-------------------------------	----------

PARKS AND PLAYGROUNDS

04545	DOOR COUNTY COOPERATIVE/NAPA	HARDWARE	01-510-000-58600	2.79
04696	DOOR COUNTY TREASURER	11/19 FUEL 234.42 G	01-510-000-51650	542.21
04696		11/19 DSL FUEL 60.64 G	01-510-000-51650	164.94
04966	EAGLE MECHANICAL INC	SANTEEN BOWL CLEANER	01-510-000-54999	24.27
23730	WPS	335 S 14TH AVE- MEM FLD	01-510-000-56600	220.81
JBTREE	J & B TREE SERVICE,LLC	CUT/CLEAN 5 TREES/BIG HILL PRK	01-510-000-58450	1,950.00
MACCOUX	PHIL MACCOUX	SAFETY CLOTHING REIMB/MACCOUX	01-510-000-56800	97.04
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	AIR FILTER	01-510-000-51900	29.59
USBANK	US BANK	2 RECHARGEABLE WORK LIGHTS	01-510-000-54999	106.14
USBANK		15 TSHIRTS/D HESLER	01-510-000-56800	111.75
TOTAL				3,249.54
TOTAL PARKS AND PLAYGROUNDS				3,249.54

ICE RINKS

12100	LAMPERT YARDS INC	HARDBOARD	01-530-000-54999	67.04
TOTAL				67.04
TOTAL ICE RINKS				67.04

MUNICIPAL DOCKS

23730	WPS	36 S NEENAH AVE-RESTROOM	01-550-000-56600	16.77
DIAMOND	DIAMOND BUSINESS GRAPHICS	DOCK RECEIPT BOOKS	01-550-000-51600	619.51
DIAMOND		SEASONAL BOAT LAUNCH STICKERS	01-550-000-51600	267.06
DIAMOND		LAUNCH PASS ENVELOPES	01-550-000-51600	1,141.13
TOTAL				2,044.47
TOTAL MUNICIPAL DOCKS				2,044.47

WATER WEED MANAGEMENT

POWERHOU	THE POWER HOUSE INC	ICE EATERS 2 @ 695.00	01-560-000-51400	1,390.00
POWERHOU		DOCK MOUNT 2 @ 250.00	01-560-000-51400	500.00
POWERHOU		FREIGHT	01-560-000-51400	65.00
TOTAL				1,955.00
TOTAL WATER WEED MANAGEMENT				1,955.00

EMPLOYEE BENEFITS

DATE: 12/31/2019
TIME: 14:01:50
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 8

INVOICES DUE ON/BEFORE 01/07/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
EBC CORP	EMPLOYEE BENEFITS CORPORATION	BENEFIT CARD FEE	01-600-000-50510	2.50
EBC CORP		HRA FEE	01-600-000-50510	60.00
EBC CORP		FSA FEE	01-600-000-50510	60.00
EBC CORP		ANNL RENEW FEE HRA	01-600-000-50510	300.00
EBC CORP		ANNL RENEWAL FEE FSA	01-600-000-50510	450.00
EBC CORP		DEC FEES	01-600-000-50510	182.50
ERC	ERC INC	2019 4TH QTR EAP SVC	01-600-000-56553	712.50
HUMANA	HRI	GO365 ADMIN/REWARDS	01-600-000-50550	3,957.90
TOTAL				5,725.40
TOTAL EMPLOYEE BENEFITS				5,725.40
TOTAL GENERAL FUND				119,292.15
CAPITAL FUND				
PATROL				
REVENUE				
EWALD	EWALD CHEVROLET BUICK	TRADE OF 2006 CHEVY 1500	10-000-000-48100	-3,500.00
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	TRADE IN	10-000-000-48100	-4,000.00
TOTAL REVENUE				-7,500.00
TOTAL PATROL				-7,500.00
CITY HALL				
EXPENSE				
05500	ENERGY CONTROL AND DESIGN INC	REPLCE #5 HOT WATER PUMP	10-160-000-59999	3,220.00
05500		1/2 HP MOTOR	10-160-000-59999	1,154.44
05500		LABOR	10-160-000-59999	322.50
05500		MILEAGE	10-160-000-59999	74.16
AMER O D	AMERICAN OVERHEAD DOOR	1 LIFTMASTER & INSTALLATION	10-160-000-59999	1,670.00
AMER O D		CREDIT	10-160-000-59999	-160.00
GARAGE	GARAGE DOOR SERVICES OF DC	INDUSTRIAL DUTY OPENER	10-160-000-59999	1,250.00
GARAGE		INSTALL HAAS DOOR	10-160-000-59999	3,250.00
MICHAUD	DAVE MICHAUD HEATING & COOLING	2 FURNACES W/INSTALLATION	10-160-000-59999	5,562.00
MICHAUD		UPGRADES TO 95% EFFICIENT	10-160-000-59999	440.00
TOTAL EXPENSE				16,783.10
TOTAL CITY HALL				16,783.10
GENERAL EXPENDITURES				
FERGUSON	FERGUSON WATERWORKS #1476	SEALANT TAPE	10-199-000-51525	648.00
TOTAL				648.00
TOTAL GENERAL EXPENDITURES				648.00
FIRE DEPARTMENT				
EXPENSE				

DATE: 12/31/2019
TIME: 14:01:50
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 9

INVOICES DUE ON/BEFORE 01/07/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
EXPENSE				
EXPENSE				
USBANK	US BANK	HOSE REPLACEMENT	10-250-000-59070	2,471.95
		TOTAL EXPENSE		2,471.95
		TOTAL FIRE DEPARTMENT		2,471.95
ROADWAYS/STREETS				
ROADWAYS/STREETS				
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	2019 FORD F350	10-400-000-59060	43,156.50
		TOTAL ROADWAYS/STREETS		43,156.50
ANNUAL RESURFACING & BASE REP.				
TRAFFIC	TRAFFIC SAFETY WAREHOUSE	TRAFFIC CONTROL ITEMS	10-400-110-59095	4,516.50
		TOTAL ANNUAL RESURFACING & BASE REP.		4,516.50
		TOTAL ROADWAYS/STREETS		47,673.00
PARKS AND PLAYGROUNDS				
PARKS AND PLAYGROUNDS				
EWALD	EWALD CHEVROLET BUICK	2020 CHEVY SILVERADO 1500 WT	10-510-000-59060	29,945.00
EWALD		REGISTRATION FEE	10-510-000-59060	165.50
		TOTAL PARKS AND PLAYGROUNDS		30,110.50
		TOTAL PARKS AND PLAYGROUNDS		30,110.50
WATERFRONT PARKS & WALKWAYS				
BELSON	BELSON OUTDOORS, LLC	3 CONCRETE PICNIC TABLES	10-570-000-59030	2,829.00
BELSON		SHIPPING	10-570-000-59030	370.30
DEATH'S	DEATH'S DOOR MARINE INC.	SHORELINE REPAIR/MOBILIZATION	10-570-000-59075	600.00
DEATH'S		SHORELINE RPAIR/352 CU YD STNE	10-570-000-59075	26,400.00
DEATH'S		SHORELINE REPAIR/EXCAVATOR	10-570-000-59075	3,238.00
DEATH'S		SHORELINE REPAIR/LABOR	10-570-000-59075	900.00
DEATH'S		SHORELINE REPAIR/FILTER CLOTH	10-570-000-59075	475.00
USBANK	US BANK	4 TOILET BOWLS/TAX/SHIPPING	10-570-000-59075	537.68
USBANK		4 TOILET SEATS/TAX/SHIPPING	10-570-000-59075	66.33
		TOTAL		35,416.31
		TOTAL WATERFRONT PARKS & WALKWAYS		35,416.31
		TOTAL CAPITAL FUND		125,602.86
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
MANN	MANN COMMUNICATIONS, LLC	01.07.2020 CONTRACT	21-000-000-55015	5,101.63
		TOTAL CABLE TV / GENERAL		5,101.63

DATE: 12/31/2019
TIME: 14:01:50
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 10

INVOICES DUE ON/BEFORE 01/07/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
TOTAL CABLE TV / GENERAL				5,101.63
TOTAL CABLE TV				5,101.63
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
USBANK	US BANK	MEAL MTG/MAYOR & VANLIESHOUT	28-340-000-55001	20.89
TOTAL TID #4 DISTRICT				20.89
TOTAL TID #4 DISTRICT				20.89
TOTAL TID #4 DISTRICT				20.89
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04696	DOOR COUNTY TREASURER	11/19 DSL FUEL 919.75 G	60-000-000-51650	2,501.72
13655	MONROE TRUCK EQUIPMENT, INC	BUMPER	60-000-000-53000	21.22
13655		HYDRAULIC OIL	60-000-000-53000	244.65
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	HYD HOSES/MEGACRIMPS	60-000-000-53000	111.32
USBANK	US BANK	TOWING GARBAGE TRCK TO DEPERE	60-000-000-58999	480.00
TOTAL SOLID WASTE ENTERPRISE FUND				3,358.91
TOTAL SOLID WASTE ENTERPRISE FUND				3,358.91
TOTAL SOLID WASTE ENTERPRISE				3,358.91
TOTAL ALL FUNDS				253,376.44

MANUAL CHECKS

AT&T MOBILITY	\$1,069.95
12/11/19	
Check #86211	
11/19 Police Department Cellphone Statement	
01-215-000-58250	
 STURGEON BAY SCHOOLS	 \$348.73
12/20/19	
Check #86273	
11/19 Mobile Home Tax Payments	
01-000-000-41300	
 PITNEY BOWES	 \$11,108.50
12/26/19	
Check # 86274	
12/19 Postage Meter Statement Charges	
01-199-000-57250	
 TOTAL MANUAL CHECKS	 \$12,527.18

DATE: 12/31/2019
TIME: 14:01:50
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 11

INVOICES DUE ON/BEFORE 01/07/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

SUMMARY OF FUNDS:				
GENERAL FUND		119,292.15		131,819.33
CAPITAL FUND		125,602.86		
CABLE TV		5,101.63		
TID #4 DISTRICT		20.89		
SOLID WASTE ENTERPRISE		3,358.91		
TOTAL --- ALL FUNDS		253,376.44		267,903.62

delin Bacon 12/31/2019
Sprt W... 12/31/2019
Jan All 12/31/2019

COMMON COUNCIL
December 17, 2019

A regular meeting of the Common Council was called to order at 7:00 pm by Mayor Ward. The Pledge of Allegiance was recited. Roll call: Bacon, Hayes, Williams, Avenson, Nault, Wiederanders and Reeths were present.

Nault/Avenson to adopt agenda by removing items 7h from the consent agenda and placing before item 11. Carried.

Chris Kellems, 120 Alabama Street; Kelly Catarozoli, 344 N 3rd Avenue; and Scott Moore, 947 Pennsylvania Street spoke during public comment.

Bacon introduced. Bacon/Williams to approve following bills: General Fund - \$168,628.93, Capital Fund - \$215,684.69, Cable TV - \$9,709.04, TID #4 – \$668.00 and Solid Waste Enterprise Fund - \$19,614.44 for a grand total of \$414,305.10. Roll call: All voted aye. Carried.

Reeths/Nault to approve amended consent agenda, and changing Parking & Traffic Committee minutes from 11/25/19 to reflect that Scott Moore is not in favor of closing street in front of Sunrise School:

- a. Approval of 12/3/19 regular Common Council minutes.
- b. Approval of the following minutes:
 - (1) Parking & Traffic Committee – 11/25/19
 - (2) Finance/Purchasing & Building Committee – 11/26/19
 - (3) Community Protection & Services Committee – 12/5/19
- c. Place the following reports on file:
 - (1) Police Department Report – November 2019
 - (2) Inspection Department Report – November 2019
 - (3) Fire Department Report – November 2019
 - (4) Bank Reconciliation – November 2019
 - (5) Revenue & Expense Report – November 2019
- d. Consideration of: Approval of Beverage Operator Licenses.
- e. Consideration of: Approval of Sidewalk Café Permit application for Henry S. Baird #174.
- f. Consideration of: Approval of Election Inspectors for 2020-2021.
- g. Parking & Traffic Committee recommendation re: Create Section 7.16 of the Municipal Code, Restricted Streets and to include a (3) c. Municipal Vehicles would be exempt.
- h. ~~Community Protection & Services Committee recommendation re: Approve adding a \$2.00 solid waste user fee starting January 1, 2020, and to further discuss changing the hours of operation. Moved to regular agenda.~~
- i. Finance/Purchasing & Building Committee recommendation re: Accept bid from Portside Builders, Inc. in the amount of \$30,854 for Security Upgrades to Police Department Front Entrance.

Carried.

There were no mayoral appointments.

Williams to read in title only. Williams/Wiederanders to approve second reading of ordinance re: Amending Section 6.23 of Municipal Code – Fire Inspections. Carried.

Avenson to read in title only. Avenson/Nault to approve first reading of ordinance re: Create Section 7.16 of the Municipal Code – Restricted Streets. It was stated that signs were placed last year, which have been helpful. With creation of ordinance, Police Department can educate and enforce with warnings/fines. Carried.

RECOMMENDATION

We, the Community Protection & Services Committee, hereby recommend to approve adding a \$2.00 solid waste user fee starting January 1, 2020, and to further discuss changing the hours of operation.

COMMUNITY PROTECTION & SERVICES COMMITTEE

By: Dan Williams, Chr.

Bacon introduced. Municipal Services Director Barker explained there has been a lot of illegal dumping at the compost site. To prevent, City will gate and issue a sticker for residents to enter. Once area is gated and staffed, illegal dumping will be greatly reduced and those using compost will have a better product. Bacon/Avenson to approve. Carried.

Hayes/Avenson to adopt resolution re: Compost Site & Contractor Permit fees. Dollar amount of contractor permit fee was discussed. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the line item transfers in the amount of \$15,869 from 10-400-000-59065 and \$15,744 from 10-400-000-59060 transferred to 10-570-000-59075 for the total amount of \$31,613.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Municipal Services Director Barker explained transfer of funds needed for emergency repairs to shoreline. Bacon/Hayes to approve. Carried.

Community Development Director Olejniczak explained the city has used Cedar Corporation for design along the west waterfront in the past and are now ready to continue the process. Williams/Nault to authorize Cedar Corporation to perform engineering/consulting services. Discussion continued for needs at the Door County Maritime Museum and Sarter Marine Towing be considered during the design phase. Carried.

Alderspersons Bacon and Nault would like staff to determine amount of shoreline damage at all City owned shorefront property and prepare cost estimates for repairs. Once damage is analyzed, hire an engineering firm who will provide ideas for long term repairs and cost estimates. Discussion continued on areas along shoreline that have storm/high water damage and possible programs to help fund repairs. Consensus of Council members to contact engineering firms and report back to Common Council with preliminary costs estimates to draft repairs needed.

Aldersperson Hayes introduced and distributed informational brochure on Green Tier Legacy Program stating he has interest in creating an Ad Hoc Committee. City Administrator VanLieshout explained that both the City and County has reached out to Green Tier; in which Green Tier has offered to give presentation to both entities. After presentation, it can be decided if Ad Hoc Committee is needed. Community Protection & Services Committee came up with questions that an Ad Hoc Committee could use; however, the City currently has a committee that is working on this type of work. If an Ad Hoc Committee is created, members would then be appointed.

Aldersperson Reeths gave update that \$143,604.55 in attorney fees have been paid through the end of October 2019 for Development Agreement with Sturgeon Bay Historical Society for Teweles & Brandeis Granary. Staff hours are currently not tracked.

City Attorney Kalny gave an update and briefly highlighted the different aspects of the Development Agreement with Sturgeon Bay Historical Society, including creation and approval of lakebed lease on portion of Lot 92.

City Administrator VanLieshout thanked Council for taking action in approving Cedar Corp proposal, a step towards working on the West Waterfront Planning Recommendations and continue to work on attracting suitable investors.

The following items were requested for future agendas: (Bacon) Council – Update on shoreline damage; (Hayes) 1-Community Protection & Services – Discuss and create hours for compost site, 2-Create Sustainability Committee, 3-Review of all committees and expiration of terms; (Nault) – Community Protection & Services – Consideration of: Ordinance 10.35 – Possession of tobacco and vapor products by minors.

Personnel Committee Chair Williams, Parking & Traffic Committee Chair Avenson, Community Protection & Services Committee Chair Williams and Utility Commission member Williams presented reports for their respective committees/commissions.

City Administrator VanLieshout gave his report.

Mayor Ward gave his report.

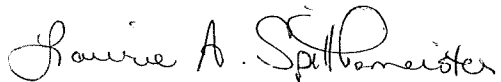
After Mayor Ward announced the statutory basis, Bacon/Nault to convene in closed session in accordance with the following exemptions:

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)

Discussion re: Development Agreement between City of Sturgeon Bay &
Sturgeon Bay Historical Society Foundation, Inc.

Roll call: Carried with Avenson voting no. The meeting moved to closed session at 9:06 pm and adjourned at 10:16 pm.

Respectfully submitted,

A handwritten signature in cursive script that reads "Laurie A. Spittlemeister". The signature is written in dark ink and is positioned above the printed name.

Laurie A. Spittlemeister
Deputy Clerk/Treasurer

AMENDED
PARKING & TRAFFIC COMMITTEE
November 25, 2019

A meeting of the Parking & Traffic Committee was called to order at 4:31 p.m. by Chairperson Avenson in Council Chambers, City Hall, 421 Michigan Street.

Members Kelly Avenson, Kirsten Reeths and Gary Nault were present. Also present: Police Chief Arleigh Porter, Municipal Services Director Mike Barker, City Administrator Josh VanLieshout and Municipal Services Assistant Colleen DeGrave.

Moved by Ald. Nault, seconded by Ald. Reeths to amend the following agenda. Item # 7 was moved to item #5:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from 8/26/2019.
4. Public comment.
5. ~~Consideration of: Ordinance to create section 7.16 of the City of Sturgeon Bay Code of Ordinance, Restricted streets (i.e. 3rd Avenue Truck Ordinance).~~
Discussion of: Update regarding the possible street closure for the street in front of Sunrise School.
6. ~~Consideration of: Seasonal transferable parking passes for short term rental hosts.~~
Consideration of: Ordinance to create section 7.16 of the City of Sturgeon Bay Code of Ordinance, Restricted streets (i.e. 3rd Avenue Truck Ordinance).
7. ~~Discussion of: Update regarding the possible street closure for the street in front of Sunrise School.~~
Consideration of: Seasonal transferable parking passes for short term rental hosts.
8. Adjourn.

All in favor. Carried.

Moved by Ald. Reeths, seconded by Ald. Nault, to approve the minutes from 8/26/2019. Carried.

Public comment on Agenda items and other issues related to parking & traffic in the City of Sturgeon Bay.

Scott Moore, 947 Pennsylvania St., spoke in favor was not in favor of closing the street in front of Sunrise School. He stated he felt there was sufficient safety measures in place, such as sidewalks and crosswalks in that area. Dan Lenius, 1160 N. 5th Ave., presented an unsubmitted plan regarding the future of the athletic fields in the area near the street closure being discussed. Mr. Lenius explained there is a plan being developed by a group of citizens to reconfigure the sports fields that Sturgeon Bay High School currently uses, and the plan proposes taking away that road. He stated the SBHS track team has not held a home track meet in over two years due to it not being the proper material. Todd Maas, 3026 Cty. Rd. S and Sturgeon Bay Clipper Boys Soccer head coach, stated he would like to see a turf field in that area, which would take away that road. He stated the current traffic and parking there shines headlights onto the soccer playing field during games, etc.

Discussion of: Update regarding the possible street closure for the street in front of Sunrise School.

Ald. Avenson stated the possible street closure was brought to her as a safety concern. She asked if the plan Mr. Lenius had spoken about had been brought to the Sturgeon Bay Schools and asked whether they were working on it as well. Mr. Lenius explained that the school district was aware of the plan, but the group he is working with still had to develop and price the plan, at which time it would be discussed with the school district and the City to see what could be contributed and how they could work together. He stated the Athletic Director at SBHS does have a copy, but that it had not been formally presented to the school district yet. Ald. Nault asked if there was funding and Mr. Lenius stated there was not due to the plans not being finalized yet. Mr. VanLieshout explained that the process would be the school placing an item on a referendum, then the City could have a conversation with the school to put together a plan for the field improvements, and work together with this group.

Consideration of: Ordinance to create section 7.16 of the City of Sturgeon Bay Code of Ordinance, Restricted streets (i.e. 3rd Avenue Truck Ordinance). Chief Porter informed the committee that signs were put up on Michigan St. and Jefferson St. to restrict semi-truck access to the third avenue area on the recommendation of the committee. In order to enforce those traffic signs an ordinance needed to be created, and he had worked on this ordinance with the City Attorney Kalny. Both Chief Porter and Ald. Avenson felt the signs had helped already. Discussion took place regarding enforcement, education of alternate route, etc.

Moved by Ald. Avenson, seconded by Ald. Nault, to create section 7.16 of the City of Sturgeon Bay Code of Ordinance, Restricted streets.

More discussion took place as to what types of trucks this ordinance would include or exclude.

Moved by Ald. Avenson, seconded by Ald. Nault to amend the motion to create section 7.16 of the City of Sturgeon Bay Code of Ordinance, Restricted streets and to include a (3) c. Municipal vehicles would be exempt. All in favor. Carried.

Consideration of: Seasonal transferrable parking passes for short term rental hosts.

Ald. Avenson reported she had a request from Alisa Landman, 330 N. Joliet Ave., to address parking for the guests that she rents to. Ms. Landman said the current parking situation does not work at her rental properties, so she would like to be able to have her guests park on the street. Parking in the driveway currently would mean a vehicle has to park across the sidewalk. Ald. Avenson thought miscellaneous vehicle passes should be offered to her for one year. Ald. Nault thought it should continue as it does currently, and be reviewed by the Municipal Services Director on a case by case basis. Ald. Reeths thought issuing miscellaneous passes could become a problem, and stated they could perhaps use Otumba Park parking lot. She thought parking on that narrow roadway could be dangerous, and suggested we leave it to the Municipal Services Director for this particular address, and table a discussion on the winter parking permits until the January Parking & Traffic Meeting.

Meeting adjourned at 5:57 p.m.

Respectfully Submitted,



Colleen DeGrave

Municipal Services Assistant

January agenda items: Parking permits, handicapped parking, Bridgeport Resort parking

CITY OF STURGEON BAY
JOINT PARK AND RECREATION COMMITTEE/BOARD MEETING
Wednesday, December 4, 2019
Council Chambers, City Hall, 421 Michigan Street
5:30 p.m.

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

Roll Call: Members present were Ald. Hayes, Ald. Nault, Ald. Bacon, Marilyn Kleist, Chris Larson, George Husby and Jay Renstrom. Randy Morrow was absent. Also present Municipal Services Director Mike Barker, Josh VanLieshout, Marty Olejniczak and Municipal Services Secretary Lynnae Kolden.

Adoption of the Agenda: Moved by Ald. Nault to adopt the following agenda, seconded by Ald. Bacon.

1. Roll call
2. Adoption of agenda
3. Public comment on agenda and non-agenda items
4. Approval of minutes from October 23, 2019
5. Presentation by Boys & Girls Club on STEM at Martin Park
6. Discussion of: Ballfield ideas from Jim Parent
7. Discussion of: ADA Compliant Exercise Park
8. Discussion of: Sunset Park / Dredging options
9. Discussion of: Park assessments: Woods West, Woodside Wildflower Preserve & West Waterfront Park
10. Directors Report
11. Future Agenda Items
12. Adjourn

All in Favor. Carried.

Public Comment

Scott Moore, 947 Pennsylvania St., spoke on the concern of the space on the Westside Waterfront dock face usage. Chris Kellems, 120 Alabama St., spoke on the concerns of Little lake and Sunset Park and would like to make sure the shoreline is looked at due to the high water. Mitch Anderson, 3558 N Lake Michigan Dr., spoke on ballfields and his experience with installing and maintaining memorial field and other fields. He offered his assistance regarding the ballfields, and is concerned with the location, lights, drainage and more space for the ballfields. Rich Soukup 819 N. 4th Ave., spoke on his support of the Westside ballfield. Scott Fittshur, 5712 Salona Rd. spoke on the outdoor ice-skating rink and possible or potential improvements for the ice surface in the future.

Approval of Minutes from October 23, 2019: Moved by Ald. Bacon, seconded by Mr. Husby.

All in favor. Carried.

Presentation by Boys & Girls Club on STEM at Martin Park: Mr. Stezenski-Williams from the Sturgeon Bay Boys & Girls Club, spoke on the STEM at Martin Park. He stated that the Boys & Girls Club doesn't currently have the resources with fundraising or staff to assist in the project. They would be willing to help with feedback, he also stated the kids do use the park almost daily when the weather permits. He thought a STEM type of park would be a great addition to Martin Park. Ald. Hayes, stated he would like to see STEM in a City Park, requested it to be added to the Outdoor Recreational Plan for a future park improvement.

Discussion of Ballfield ideas from Jim Parent: Ald. Hayes mentioned that Jim Parent was unable to attend the meeting, but would like to continue the discussion on ballfields. Mr. Husby, stated there are a number of concerns. 1. Lights, he feels that we should contact the light company right away and discuss moving, storage and installment of the lights. The lights are very high tech, each light gets programmed separately for optimal lighting. 2. Field usage, is the field going to be used by the high school & other leagues. The West Side field was used in the past until the other fields were ready to go, since it dried out sooner than other fields. 3. Location. 4. Ballfield Dirt / Outfield Grass, how the field is designed, i.e. under ground watering. 5. Dugouts, will they be dug in and have drain tile or up high blocking views. 6. Fencing, maybe reuse the current fencing. 7. Sun, issue with the sun in the face of the batter, catcher or players. Chris Larson, maybe consider a turf vs. the dirt infield for less maintenance. Ald. Hayes thanked everyone for the input and encouraged them to keep talking about the ballfields. He stated he would have it listed on the next agenda too.

Discussion of ADA Compliant Exercise Park: Ald. Bacon, spoke on the needs of ADA / STEM items with in the parks. Would like to get the conversation started on looking into the future options and needs of an ADA park. Suggested that the group look at the website for the Magical Bridge playground and all the options available for all different ADA requirements. Ald. Bacon recommends that the Outdoor Rec Plan recognizes an ADA park for future developments.

Discussion of Sunset Park / Dredging options: Mike Barker, reviewed the options in the executive summary regarding the dredging options. Discussion took place amongst the Committee / Board on the options. Mr. Larson, asked if the dredging would mitigate the highwater issue currently at Sunset park. Mr. VanLieshout stated, no that both the bay and the lake work together with the water levels. Mr. Larson stated that some serious issue has come up with the highwater and that the shoreline needs to be stabilized. Mr. Rentstrom and Ald. Bacon, questioned if the dredging could even be done with the high lake water levels and would it change the dredging options. Discussion continued on the highwater and possible shoreline issues facing the city in the future. Ald. Nault, stated that Little Lake has been on the plan for many years. Stated that the shoreline could possibly be fixed with coastal grants or other funds available due to the damage of the highwater. Ald. Hayes recommended to move forward with the original dredging project and release the \$207,210.00 for FOTH. Under the condition that council strongly consider reallocation of funds to address waterfront erosion at multiple City sites. That can be determined at a later date.

Discussion of Park Assessments:

Woods West: Mr. Renstrom, questioned if this would be a good park for the softball field. Ald. Nault, mentioned that it wouldn't be a good fit for softball, there is no water or sewer into the park and the ground is very uneven. The neighbors he spoke with regarding wildflowers, didn't want the ballfield revived or the wildflowers planted. Mr. Larson, mentioned that maybe we could plant more seedling type trees and mow the area less. Ald. Hayes, mentioned a possible solar panel farm to generate funds. Also agreed with Mr. Larson more trees less mowing and signage would be good for the park.

Woodside Wildflower Preserve: Ald. Hayes, stated that the park is not adoptable, has a trail through it with a creek. Some of the trees have markers on them. Chris Larson, stated the park is pretty free of invasive species and that it should be monitored and taken care of to not get them. And the trees are marked with the names of the trees. Ald. Bacon, mentioned the school uses the park a lot for nature walks and education opportunities for the students. Ald. Hayes, stated that maybe a crosswalk could be painted on the street and better signage for the park.

West Waterfront Park: Ald. Hayes, provided a map of the park outline within the West Waterfront proposal. He would like to review the park section within the proposal and give any recommendations from the Park & Recreation Committee. Discussion took place in regards to the OHWM (ordinary high-water mark), the tug operations and the needs of the working waterfront, signage on the history of the waterfront, benches with possible renewable energy sun shades, art pieces to be maritime in nature and lighting of the promenade. Ald. Nault recommends that the Committee / Board endorses the West Waterfront plan. Discussion continued on the possible development with the Maritime Museum. Through discussion the Committee / Board agreed to the endorsement of the West Waterfront proposal. Ald. Hayes recommended to Council to support the West Waterfront Redevelopment Plan recommendations.

Directors Report: Mike Barker, stated that Sunset was under water. Concerned that a 1/3 of the trees planted won't make it due to the highwater, monitoring the damage and concerned we won't be able to see all the damage until spring.

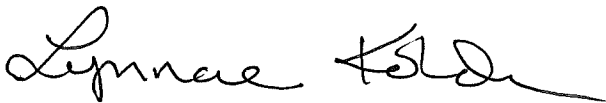
Future Agenda Items: Review Board / Committee terms, Review the Outdoor Rec Plan - definitions of the park types and maps. Ballfields and Ice rinks.

Next Meeting Date: Wednesday, January 22, 2020 @ 5:30 PM - City Hall

Motion to adjourn by Ald. Nault, seconded by Mr. Renstrom. All in favor. Carried.

Meeting adjourned at 8:30 pm

Respectfully submitted,



Lynnae Kolden
Municipal Services Secretary

FINANCE/PURCHASING & BUILDING COMMITTEE
December 10, 2019

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:02 pm by Alderperson Bacon in the Council Chambers, City Hall. Roll call: Alderpersons Bacon, Wiederanders and Williams were present. Also present: Alderperson Nault City Administrator Van Lieshout, City Treasurer/Finance Director Clarizio, Community Development Director Olejniczak, Police Captain Brinkman and Receptionist Metzger.

A motion was made by Alderperson Williams, seconded by Alderperson Wiederanders to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: Extension of Time Limit to Construct Home-Habitat for Humanity-Lot 11, Block 11 of Sunset Hills #2 Subdivision.
5. Consideration of: Security Upgrades to Police Department Front Entrance.
6. Consideration of: Emergency Shoreline Repairs-Funds Transfer
7. Review bills.
8. Adjourn.

Carried.

No one spoke during public comment on agenda items.

Consideration of: Extension of Time Limit to Construct Home-Habitat for Humanity-Lot 11, Block 11 of Sunset Hills #2 Subdivision:

Community Development Director Olejniczak stated that in 2018 Habitat for Humanity purchased three lots in the Sunset Hill #2 subdivision with several restrictions including a timeline for building on the lots. Habitat has met the terms on two of the lots however the family chosen for the 2020 home build is located in Gibraltar area and want to build there. Habitat is required to have a home constructed by May 23, 2021 on Lot 11, Block 11 therefore they are requesting an extension of one year to complete a home.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to extend the deadline for Habitat for Humanity to build on Lot 11, Block 11 by one year.

Carried.

Consideration of: Security Upgrades to Police Department Front Entrance:

Police Captain Brinkman stated the department has been looking to upgrade security to the front entrance. The glass in the entry will be replaced with a bullet resistant glass. He stated that of the bids sent out only one was received from Portside Builders, Inc in the amount of \$30,854.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to accept the bid from Portside Builders, Inc. in the amount of \$30,854 for security upgrades to the police department's front entrance. Carried.

Consideration of: Emergency Shoreline Repairs-Fund Transfer.

City Administrator VanLieshout stated that the Bay View Park shoreline has received significant erosion damage due to severe storms and high water levels and was in need of emergency repairs in the amount of

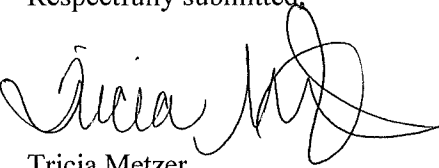
Moved by Alderperson Wiederanders, seconded by Alderperson Williams to recommend to Common Council to approve the line item transfers in the amounts of \$15,869 from 10-400-000-59065 and \$15,744 from 10-400-000-59060 transferred to 10-570-000-59075 for the total amount of \$31,613. Carried.

Review bills

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to approve the bills as presented and forward to the Common Council for payment. Carried.

Moved by Alderperson Wiederanders, seconded by Alderperson Williams to adjourn. Carried. The meeting adjourned at 4:36 pm.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tricia Metzger", with a large, stylized flourish extending from the end of the signature.

Tricia Metzger

CITY PLAN COMMISSION
Wednesday, December 18, 2019

A meeting of the City Plan Commission was called to order at 6:00 p.m. by Chairperson David Ward in the Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members David Hayes, Debbie Kiedrowski, Jeff Norland, David Ward, Dennis Statz, Mark Holey, and Kirsten Reeths were present. Also present were Alderperson Gary Nault, City Administrator Josh Van Lieshout, Community Development Director Marty Olejniczak, Planner/Zoning Administrator Chris Sullivan-Robinson, Community Development Secretary Cheryl Nault, and several members of the public.

Adoption of agenda: Moved by Ms. Reeths, seconded by Mr. Hayes to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from October 16, 2019.
4. Consideration of: Tourist Rooming House regulations.
5. Consideration of: Recommendation from the Bicycle & Pedestrian Advisory Board regarding Memorial Drive path.
6. Comprehensive Plan Update.
7. Update regarding recent multifamily housing projects.
8. Public comment on non-agenda Plan Commission related items.
9. Adjourn.

Approval of minutes from October 16, 2019: Moved by Mr. Norland, seconded by Mr. Hayes to approve the minutes from October 16, 2019. All ayes. Carried.

Consideration of: Tourist Rooming House regulations: Mr. Olejniczak stated that the City started allowing tourist rooming houses approximately 4 years ago. There are currently 49 licensed tourist rooming houses located in the City. State laws have recently made it harder for municipalities to regulate this use. The City can't restrict a property owner from renting their home for periods of 7 days or longer. The City can place restrictions on the 1-6 day rental periods. The City can also restrict the overall use to not exceed 180 days out of a year.

Mr. Sullivan-Robinson stated that the City code allows a short-term rental with a City license. The property owner must provide a copy of the license from the State Dept. of Health Services and the Door County Tourism Zone, as well as being approved by the City Clerk, Police Dept., Community Development Department, Fire Dept., and Building Inspection. The City charges a \$100 fee for the review process.

Mr. Statz has proposed some changes earlier this year based on a group discussion held with various lodging industry representatives. If the proposed ordinance is passed, it would pertain specifically to new permits. It is up to the Commission if there is a problem and if so, how the problem should be regulated.

Mr. Norland recalled going through this similar issue with grandfathered signage. He wondered how it would be insured that the 7-day minimum would be complied with if the City decides to prohibit 1-6 day rentals. Mr. Sullivan-Robinson responded that the Door County Tourism Zone would have to help determine if the minimum and maximums are being met.

Mayor Ward wondered if the number of licenses could be capped. Mr. Olejniczak responded that weekly rentals cannot be capped, but he thought that daily licensed rentals could be. He also said that the City Attorney would need to confirm that.

Ms. Reeths did not feel there should be a limit of 7 days, but possibly a 2-day minimum. The City wants to attract people. We live in a tourist community.

Mr. Van Lieshout stated that he is a member of the Door County Tourism Zone Commission. They collect the lodging tax. Baileys Harbor and Egg Harbor are struggling with the same issues, such as volume, conversions, wastewater impact, etc. The tourist rooming houses make up roughly 25% of rooms available in Door County.

Mr. Holey wondered what was wrong with the current ordinance. Mr. Olejniczak responded that staff is not pushing for changes. There were some concerns brought up by lodging facilities.

Mr. Norland brought up a concern if there were, for example, 10 people staying at the tourist rooming house with only 3 bedrooms.

Mr. Hayes added that the problem lies in home rentals. He would like to see a comparison of home rentals vs. room rentals.

Ms. Kiedrowski asked if there was any enforcement action for those who disrupt the neighborhood. Parties can destroy a home.

Mayor Ward asked staff to acquire the City's stats – homes vs. rooms and the hotel capacity of Sturgeon Bay, along with other data.

Mr. Sullivan-Robinson saw a decline in new permits this past year. Of the 49 permits issued, there were 7 new permits. Five applicants chose not to renew.

Mayor Ward would like to devote the next meeting to "Do we have a problem?". Lay out the regulatory options available, such as grandfathering in; investigate capping the number of permits; and discuss parking issues with number of vehicles.

Mr. Norland asked if it was state law that an owner be on site. Mr. Olejniczak responded no, but it could be required for rental periods of 6 days or less.

Ms. Reeths was worried about people buying homes and turning them into rentals.

This item will be brought back to the next meeting.

Consideration of: Recommendation from the Bicycle & Pedestrian Advisory Board regarding Memorial Drive path: Mr. Olejniczak stated that from time to time there has been talk of creating a waterfront pedestrian loop between the Bayview Bridge and downtown bridges. There is a series of easements along Memorial Drive that is granted to the City. A former alderperson had put this on a previous agenda to consider establishing a path along Memorial Drive within the easements. It was referred to the Bicycle & Pedestrian Advisory Board who then sent a recommendation to Plan Commission.

Mr. Sullivan-Robinson stated that the Board had a series of meetings. Creating a continuous path and connecting it is not easy due to existing power poles, fire hydrants, terraces, etc. being in

the way of a path. He also reported that there was considerable opposition and negative feedback from the landowners, who were also concerned that street parking would be taken away.

The recommendation from the Bicycle & Pedestrian Advisory Board was to extend the existing sidewalk on the North side of Memorial Drive.

John Wiese, 1222 Memorial Drive, said he was in favor of improving the sidewalk. He is okay with a bike lane provided on-street parking is retained.

Mayor Ward stated that the recommendation from Bike & Ped would be to extend the sidewalk to 15th Avenue, which would be approximately 1,000 feet. The Commission could adopt the recommendation, table the issue, or come up with their own solution as far as pedestrian facilities.

After further discussion, it was moved by Mr. Hayes, seconded by Mr. Statz to adopt the recommendation from the Bicycle & Pedestrian Advisory Board to extend the sidewalk on Memorial Drive to 15th Avenue.

Ms. Reeths questioned whether damage has been done to the street or sidewalk with all the flooding issues on Memorial Drive.

Mr. Holey thought that maybe sidewalks would have to be considered for the bridge route to get from bridge to bridge.

Mr. Van Lieshout added that for a 180' wide lot, it would cost the homeowner approximately \$4000.00 if the sidewalk installation is assessed.

A vote was taken on the motion. All ayes. Carried.

Comprehensive Plan Update: Mr. Olejniczak updated the Commission on the progress of the Comprehensive Plan. Vandewalle & Associates had submitted a memo discussing the Community Visioning Workshop, held at Sturgeon Bay High School, which included over 30 participants identifying key values, goals and priorities for the City. Previous to the workshop, small group stakeholder interviews had been held. A survey asking for community input is now available on the City's website until the end of December, as well as hard copies can be found at City Hall, the Library, and the Door County Community Center.

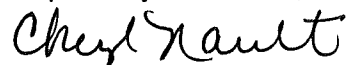
Update regarding recent multifamily housing projects: Mr. Sullivan-Robinson stated that over the past two years the Plan Commission has approved the construction of 168 housing units, not including the 40 approved for the proposed West Side School development. SC Swiderski is completely built out with 90% occupancy. Harbor Ridge's 14-unit townhouses have 100% occupancy. Tall Pines Estates have a 75% build-out complete, with 94% occupancy. Maritime Height's townhouses are 29% complete with 90% occupancy. The owner of Tall Pines Estates remarked that more one-bedroom apartments are being requested.

Mr. Sullivan-Robinson has had general conversations with tenants. There is a mix of occupants within all the developments of elderly, transitional families, young workforce, Coast Guard, and police officers. Many believe that more three-bedroom apartments are needed.

Public comment on non-agenda Plan Commission related items: John Hermanson, 948 Memorial Drive, stated that he was impressed and excited about the Green Tier Program.

Adjourn: Moved by Mr. Holey, seconded by Mr. Norland to adjourn. All ayes. Carried. Meeting adjourned at 7:23 p.m.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Cheryl Nault".

Cheryl Nault
Community Development Secretary

PERSONNEL COMMITTEE
December 19, 2019

A meeting of the Personnel Committee was called to order by Chair Williams at 2:00 p.m. in the Council Chambers. Roll call: Members Williams, Bacon and Avenson were present. Also present were: City Administrator VanLieshout, Police Chief Porter, Police Lt. Henry, Finance Director Clarizio and City Clerk/HR Director Reinhardt.

Avenson/Bacon to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Convene in closed session in accordance with the following exemption:
Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis. Stats. 19.85(1)(e)
Consideration of: Collective bargaining agreements.
Move to reconvene in open session to take formal action upon preceding subject of closed session, if appropriate; or to conduct discussion or give further consideration where the subject is not appropriate for closed session consideration. The Committee may adjourn in closed session.
4. Adjourn.

Carried.

After the Chair announced the statutory basis, Williams/Avenson to convene in closed session in accordance with the following exemption: Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis. Stats. 19.85(1)(e) - Consideration of: Collective Bargaining Agreements. Move to reconvene in open session to take formal action upon preceding subject of closed session, if appropriate; or to conduct discussion or give further consideration where the subject is not appropriate for closed session consideration. The Committee may adjourn in closed session. All voted aye. Carried.

The Committee adjourned in closed session at 2:52 p.m.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/HR Director

PERSONNEL COMMITTEE
December 31, 2019

A meeting of the Personnel Committee was called to order by Chair Williams at 2:31 p.m. in the Council Chambers. Roll call: Members Williams and Bacon were present. Also present were: City Administrator VanLieshout, Fire Chief Dietman, Finance Director Clarizio and City Clerk/HR Director Reinhardt.

Bacon/Williams to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Convene in closed session in accordance with the following exemption:
Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis. Stats. 19.85(1)(e)
Consideration of: Collective bargaining agreements.
Move to reconvene in open session to take formal action upon preceding subject of closed session, if appropriate; or to conduct discussion or give further consideration where the subject is not appropriate for closed session consideration. The Committee may adjourn in closed session.
4. Adjourn.

Carried.

After the Chair announced the statutory basis, Williams/Bacon to convene in closed session in accordance with the following exemption: Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis. Stats. 19.85(1)(e) - Consideration of: Collective Bargaining Agreements. Move to reconvene in open session to take formal action upon preceding subject of closed session, if appropriate; or to conduct discussion or give further consideration where the subject is not appropriate for closed session consideration. The Committee may adjourn in closed session. All voted aye. Carried.

The Committee adjourned in closed session at 3:04 p.m.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/HR Director

BEVERAGE OPERATOR LICENSE

1. Bourassa, Kaylyn M.
2. Johnson, John W.
3. Rosenfeld, Jeremy J.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to extend the deadline for Habitat for Humanity for build on Lot 11, Block 11 by one year.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE
By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: December 10, 2019

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2019.

EXECUTIVE SUMMARY

Title: Extension of Time Limit to Construct Home – Habitat for Humanity - Lot 11, Block 11 of Sunset Hill #2 Subdivision

Background: The Door County Habitat for Humanity (hereafter “Habitat”) purchased three lots in Sunset Hill #2 subdivision from the City in 2018. The agreement between the City and Habitat included several restrictions on the type of homes to be constructed on the lots and also required a home to be constructed within one year, two years, and three years respectively of the closing of the sale. If this condition is not met, the City has the option to repurchase the lot at the original sale price of \$5,000.

The sale of the lots closed on May 23, 2018. Habitat met the construction requirement for the first two lots. The third lot (Lot 11, Block 11) is required to have a home constructed by May 23, 2021. But for this third lot Habitat is requesting an extension of the time limit. Their approved family for next year’s construction is located in Gibraltar so their plan is to build the house in that location. They would then complete a home on Lot 11 the following year.

Staff is not opposed to granting an extension for one year. The main issue for the City is getting the construction completed. Since the assessed value of a property is determined as of January 1st of each year, it makes no difference whether the home is finished on May 23 or December 31. So assuming that Habitat uses Lot 11 for its 2021 build, there is a good chance that all or most of the home value would be completed by the end of 2021 even with the extension. Also, since the City couldn’t legally reacquire the lot until after May 23, 2021, it wouldn’t leave much time to market and sell the lot for construction during that year. Thus, the best chance for home construction by December 31, 2021 is still going to be Habitat for Humanity.

Fiscal Impact: The site is located in Tax Increment District #3 so the fiscal impact is on that district rather the City as a whole. Since no money exchanges hands as a result of the extension, there is no direct impact. But if the home isn’t constructed by December 31, TID #3 would lose out on the expected tax revenue for that tax year, which would be approximately \$3,000.

Recommendation: Extend the deadline for Habitat for Humanity to build on Lot 11, Block 11 by one year.

Prepared by: Martin Olejniczak
Martin Olejniczak
Community Development Director

12/3/19
Date

Reviewed by: Val Clarizio
Val Clarizio
Finance Director

12/3/19
Date

Reviewed by: Josh Van Lieshout
Josh Van Lieshout
City Administrator

12/5/19
Date

Olejniczak, Marty

From: David Van Dyke <dvandyke@doorhabitat.org>
Sent: Thursday, November 21, 2019 11:16 AM
To: Olejniczak, Marty
Cc: Richard Dannhausen
Subject: We have an approved family for 2020

Marty,

We have an approved family for 2020. However, the family lives in and would prefer to remain in the Gibraltar School District. The board is concerned about losing the last lot on 6th Pl. if we build up north next year. Would the city consider giving us until 2021 to build on the lot? We understand this is a lot to ask. We may also be open to partnering with the Housing Trust and having Neighbor Works or Rob Vogel build on the lot if we can't in 2020.

Thank in advance,



David Van Dyke
Executive Director
410 N. 14th Avenue
Sturgeon Bay WI, 54235

(920) 743-2869 x 105
www.doorhabitat.org

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



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

February 9, 2018

Glen Viste
Board Chair
Door County Habitat for Humanity
410 N. 14th Avenue
Sturgeon Bay, WI 54235

RE: Sale of City Lots in Sunset Hill #2 Subdivision

Dear Mr. Viste:

The Sturgeon Bay Common Council has considered your offer to purchase Lot 5, 6, and 11 of Block 10 of Sunset Hill #2 Subdivision, located at the end of the cul-de-sac of N. 6th Place. The Council approved the sale consistent with the terms recommended by the Finance Committee and contained in your letter dated January 24, 2018 with the addition of one more condition. The Council action includes a condition that the dwellings to be constructed on the lots must have a minimum of 1,150 square feet of living area.

Thus, the Council approved the sale of the three lots at the total price of \$15,000, with these conditions:

1. The building layouts must be similar to that of the other homes in the Sunset Hill #2 Subdivision.
2. The building layouts cannot be identical for the three lots.
3. There must be a two-car garage, either attached or detached, for each lot.
4. The driveways must be paved.
5. The assessed value of the lots must be a minimum of \$135,000 after development.
6. The first home must be built within one year of closing the sale, the second home within two years of closing the sale, and the third home within three years of closing the sale. If this condition is not met, the City at its option may repurchase the lot(s) at the original sale price of \$5,000 per lot.
7. Habitat for Humanity must be the developer of the lots. The vacant lots cannot be sold to another builder or other entity, unless first offered back to the City for the original sale price.
8. The \$5,000 down-payment assistance that is typically available to lots in Sunset Hill #2 does not apply to these lots.
9. The dwellings must have at least 1,150 square feet of living area.

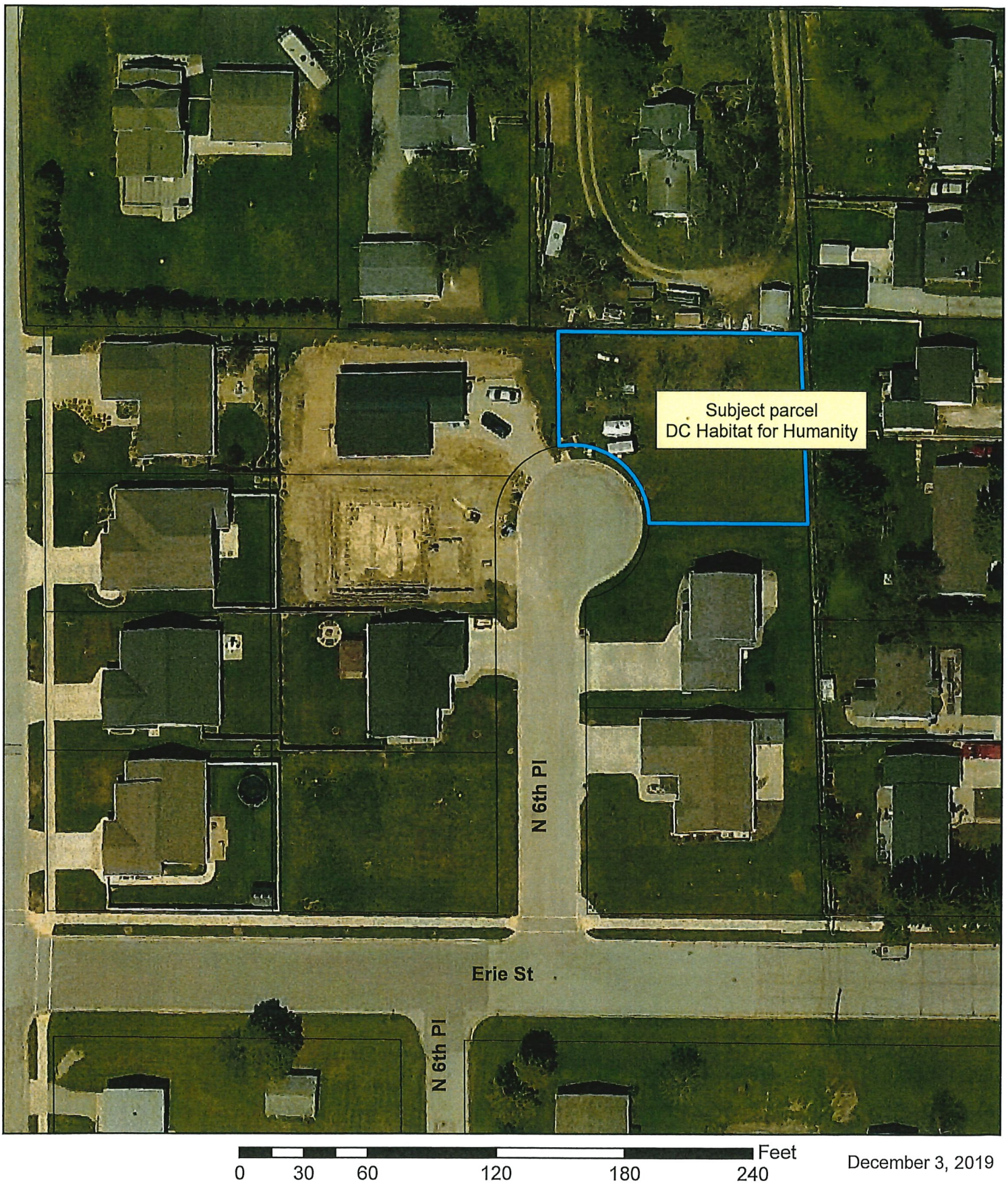
If Door County Habitat for Humanity is still willing to purchase the lots with these conditions, please contact me and we can proceed with the transaction.

Sincerely,

Martin Olejniczak, AICP
Community Development Director

Copy to: David Van Dyke
City Attorney
City Clerk

Lot 11, Block 11 of Sunset Hill #2 Subdivision



Stephanie L. Reinhardt
City Clerk/
Human Resources Director
City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235



Phone 920-746-2900
Fax 920-746-2905
Email:
sreinhardt@sturgeonbaywi.org

Visit our website at: www.sturgeonbaywi.org

TO: Mayor & Common Council

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

DATE: December 31, 2019

RE: Spring Primary

It is necessary for the Common Council to determine if a Spring Primary should be held if there are three or more candidates for an office (or offices).

The State Statutes require that the Common Council must decide "not later than" three days after the filing deadline which is January 7, 2020. It would be appropriate for the Council to make a decision as to whether to hold a primary if three or more candidates qualify for an office(s).

**An Ordinance to Create Section 7.16
of the City of Sturgeon Bay
Code of Ordinance, Restricted Streets.**

Upon the recommendation of the Parking and Traffic Committee the Common Council of the City of Sturgeon Bay, Door County, Wisconsin, do ordain as follows:

SECTION 1. Section 7.16 of the Sturgeon Bay Code of Ordinances; Traffic Code, Restricted Streets is hereby created to read as follows:

7.16 Restricted Streets

(1) Definitions.

"Truck" means all vehicles or combination of vehicles, other than motor buses, designed or used for transporting property of any nature and having a gross weight of more than 14,000 pounds.

(2) Restricted Streets. General Prohibition.

a. No person shall operate a truck on any street that has been designated as a Restricted Street.

b. The following streets and portions thereof are designated as Restricted Streets:

North 3rd Avenue from Michigan Street to Jefferson Street.

(3) Exemptions. The following vehicles are exempt from the Restricted Street provision:

a. Authorized emergency vehicles.

b. Trucks being operated for the purpose of obtaining orders for supplies or moving or delivering supplies or commodities to or from any place of business or residence which has an entrance on the Restricted Street.

SECTION 2. All ordinances or resolutions in conflict with this ordinance is hereby revoked.

SECTION 3. This Ordinance shall take effect upon passage by majority vote of the membership of the Common Council and publishing as provided by law.

PASSED AND ADOPTED by the Common Council of the City of Sturgeon Bay, Wisconsin this ____ day of _____, 2019.

**An Ordinance to Creating Section 12.09
of the City of Sturgeon Bay
Code of Ordinances, Coal Tar Sealant Products.**

Upon the recommendation of the Community Protection and Services Committee the Common Council of the City of Sturgeon Bay, Door County, Wisconsin, do ordain as follows:

SECTION 1. § 12.09 of the Sturgeon Bay Code of Ordinances; Fire Protection, Fire Inspection is hereby created to read as follows:

§ 12.09 COAL TAR SEALANT PRODUCTS

(1) Definitions

Coal Tar is a byproduct of the process used to refine coal. Coal tar contains high levels of polycyclic aromatic hydrocarbons (PAHs).

Coal Tar Sealant Product means a pavement sealant product that contains coal tar, coal tar pitch, coal tar pitch volatiles, RT-12, Refined Tar or any variation assigned the Chemical Abstracts Service (CAS) numbers 65996-92-1, 65996-93-2, 65996-89-6, or 8007-45-2 or related substances.

High PAH Sealant Product means any pavement sealant product that contains greater than 0.1% polycyclic aromatic hydrocarbons (PAHs) by weight, including, but not limited to, coal tar sealant products and sealant products containing steam-cracked petroleum residues, steam-cracked asphalt, pyrolysis fuel oil, heavy fuel oil, ethylene tar, or any variation of those substances assigned the chemical abstracts service number 64742-90-1, 69013-21-4 or related substances.

Pavement Sealant Product, or sealcoat, is any substance that is typically applied on paved surfaces to protect the surfaces. This may include but is not limited to sealant products that are coal tar or asphalt based.

Polycyclic Aromatic Hydrocarbons (PAHs) are a group of organic chemicals that are formed during the incomplete combustion of coal, oil, gas, or other organic substances, are present at high levels in coal tar, and are known to be harmful to humans, fish, and other aquatic life.

Director means the individual so designated by the City Administrator

(2) Enforcement.

Violations of this ordinance will be enforced by the City of Sturgeon Bay

(3) Regulation of the Application and Sale of Coal Tar of Other High PAH Sealant Products.

- (a) Except as provided in subsection (d) below, no person shall apply any coal tar sealant product or high PAH sealant product within City of Sturgeon Bay
- (b) No person shall sell, offer to sell, or display for sale any coal tar sealant product or high PAH sealant product within City of Sturgeon Bay.
- (c) Any person who sells pavement sealant products shall prominently display, in the area where such pavement sealant products are sold, a notice that contains the following language: "The application of coal tar sealant products or other high PAH sealant products on driveways, parking lots and all other paved surfaces in City of Sturgeon Bay is prohibited by Section 12.09 of the City of Sturgeon Bay Code of Ordinances. Polycyclic Aromatic Hydrocarbons (PAHs), are a group of organic chemicals that are known to cause cancer and are toxic to aquatic life. Coal tar and other high-PAH sealant products are a major source of PAHs that can travel into homes, buildings, and soils, or be carried by stormwater and other run off into the water resources of City of Sturgeon Bay."
- (e) No person shall allow a coal tar sealant product or other high-PAH sealant product to be applied upon property that is under that person's ownership or control.
- (f) No person shall contract with any commercial applicator, residential or commercial developer, or any other person for the application of any coal tar sealant product or high PAH sealant product to any driveway, parking lot, or other surface within (County or Municipality).
- (g) No commercial applicator, residential or commercial developer, or other similar individual or organization shall direct any employee, independent contractor, volunteer, or other person to apply any coal tar sealant product or high PAH sealant product to any driveway, parking lot, or other surface within (County or Municipality).

(4) Exemptions.

The DIRECTOR may exempt a person from a requirement of Section 12.09(3) if the DIRECTOR determines that:

- (a) the person is conducting bona fide research concerning the effects of a coal tar sealant product or high PAH sealant product on the environment; the

use of the coal tar product or high PAH sealant product is required for said research; and the DIRECTOR determines that said research will not cause significant contamination of the surrounding environment, including soils and aquatic ecosystems, and will not unduly endanger human health; or

(b) if the person does not intend to apply the sealant within municipal boundaries.

(5) Penalty.

(a) Any person who violates 12.09(3) by applying a coal tar sealant product or high PAH sealant product at his or her residence shall be subjected to a fine not to exceed \$500.

(b) Each day that a violation occurs or continues is a separate offense and subject to an additional fine.

(c) Any commercial sealant product applicator, residential or commercial developer, industrial or commercial owner, or any other person, other than a person identified under sub. (1) above, who violates 12.09(3), shall be subject to a fine of not less than \$1,000 nor more than \$10,000. Each incidence of a violation shall constitute a separate offense. Upon default of payment, the violator shall be subject to imprisonment for not less than 30 days nor more than 100 days.

SECTION 2. All ordinances or resolutions in conflict with this ordinance is hereby revoked.

SECTION 3. This Ordinance shall take effect upon passage by majority vote of the membership of the Common Council and publishing as provided by law.

PASSED AND ADOPTED by the Common Council of the City of Sturgeon Bay, Wisconsin
this ____ day of _____, 2019

**Deferred Compensation
Plan Adopting Resolution**
IRC CODE SECTION 457

Whereas, **INTERNAL REVENUE CODE 457** and Chapter 40.81 Laws of the Wisconsin Statutes permit the **City of STURGEON BAY**, Wisconsin, to establish a **Deferred Compensation Plan**; and

Whereas, The Plan may permit eligible employees to voluntarily elect to participate in the favorable tax treatment on the deferral of income; and

Whereas, the **City of STURGEON BAY** desires to establish such **Deferred Compensation Plan** providing for "voluntary" contributions **through North Shore Bank fsb**, Brookfield, Wisconsin, to become an eligible plan for its employees; and

Whereas, the Laws of Wisconsin permit the **City of STURGEON BAY** to make legal deposits to "custodial accounts" established within the **North Shore Bank Deferred Compensation Plan**; and

Whereas, **North Shore Bank** shall be responsible to hold funds, as "custodian", for the future benefit of those participating employees under all rules and regulations of the **IRS CODE Section 457**.

Now, therefore, BE IT RESOLVED, that the **City of STURGEON BAY**, Wisconsin, hereby amends its current **DEFERRED COMPENSATION PLAN** appointing **North Shore Bank**, as an additional provider serving the City and its employees as "custodian" and "administrator" for all investments provided within its Plan.

BE IT FURTHER RESOLVED that all City officials are authorized and directed to assist North Shore Bank in the implementation of this Plan.

Authorized by: (Signed name)_____

Title: _____

Printed Name: _____

Date: _____

Federal Tax ID#: 39-_____

R E C O M M E N D A T I O N**TO THE HONORABLE MAYOR AND COMMON COUNCIL:**

We, the Personnel Committee, hereby recommend to approve the Labor Agreement between the Sturgeon Bay Professional Police Association/LEER Division Local 449 and the City of Sturgeon Bay, as presented.

Respectfully submitted,

PERSONNEL COMMITTEE

By: Dan Williams, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: December 19, 2019

* * * * *

Moved by Alderperson _____, seconded by Alderperson

_____ that the said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2019.

CITY OF STURGEON BAY

LABOR AGREEMENT WITH

**THE STURGEON BAY PROFESSIONAL POLICE OFFICERS' UNION
WISCONSIN PROFESSIONAL POLICE ASSOCIATION/LEER DIVISION
LOCAL 449**

EFFECTIVE JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

TABLE OF CONTENTS

AGREEMENT AND RECOGNITION	1
ARTICLE 1 - MANAGEMENT RIGHTS RESERVED	1
ARTICLE 2 - PROBATIONARY EMPLOYEES	1
ARTICLE 3 - WORK DAY AND WORK WEEK	1
A. Work Cycle	1
B. Work Shifts	2
C. Hours of Work	2
D. Level of Service	2
E. Assignment to Investigative Duty	2
F. Shift Selection	2
G. Temporary Changes in Shift Assignment	2
ARTICLE 4 - MILITARY LEAVE	2
ARTICLE 5 - SICK LEAVE	3
A. Rate of Accrual	3
B. One Hundred Day Base Account	3
C. Accrual Required Before Use	3
D. Eligibility for Sick Leave	3
E. Sick Leave on Holidays	3
F. Medical Statement	3
G. Exhaustion of Sick Leave	3
H. Upon Retirement, Disability or Death	4
I. Doctor's Certificate	4
J. Wellness	4
ARTICLE 6 - LEAVE OF ABSENCE	4
ARTICLE 7 - CALL-IN TIME	4
ARTICLE 8 - HOLIDAYS	5
ARTICLE 9 - VACATIONS	5
A. Vacation Schedule	5
B. Prior Full-time Law Enforcement Experience	6
C. Chief of Police	6
D. Continuous Service	6
E. Computing Years of Service	6
F. Termination Credit	6
G. When Vacation May Be Taken	6
H. Vacation on Holidays	6

ARTICLE 10 - WORKER'S COMPENSATION	7
ARTICLE 11 - WISCONSIN RETIREMENT FUND	7
ARTICLE 12 - INSURANCE	7
ARTICLE 13 - SECTION 457 PLAN	8
ARTICLE 14 - STAND BY PAY	8
ARTICLE 15 - OVERTIME	8
ARTICLE 16 - FUNERAL LEAVE	9
ARTICLE 17 - LONGEVITY	10
ARTICLE 18 - UNIFORM ALLOWANCE	11
A. Uniform Specifications	11
B. Issue	11
C. Maintenance	11
D. Sergeant/Investigators	11
ARTICLE 19 – FIELD TRAINING	11
ARTICLE 20 - JURY DUTY	11
ARTICLE 21 - PAY PERIOD	11
ARTICLE 22 - SENIORITY	12
A. Layoff - Recall	12
B. Promotion	12
C. Selection	12
D. Qualification Disputes	12
E. Loss of Seniority	13
F. Shift Selection	13
ARTICLE 23 - GRIEVANCE PROCEDURE	13
Step One	13
Step Two	13
Step Three	13
Costs	14
Authority of Arbitrator	14
Time Limits	14
ARTICLE 24-APPLICABILITY OF WISCONSIN STATUTES	14

ARTICLE 25 - PRACTICES	14
ARTICLE 26 - ASSOCIATION ACTIVITY AND SECURITY	14
ARTICLE 27 -TIME OF NEGOTIATIONS	15
ARTICLE 28 - SEVERABILITY	15
ARTICLE 29 - INDEMNIFICATION	15
ARTICLE 30 - JOB CLASSIFICATION AND WAGE SCHEDULE.....	16
ARTICLE 31 - CHECK-OFF OF UNION DUES - FAIR SHARE	17
ARTICLE 32 - DURATION OF AGREEMENT.....	18

AGREEMENT AND RECOGNITION

This Agreement, made and entered into this _____ day of _____, 20____, by and between the CITY OF STURGEON BAY, Sturgeon Bay, Door County, Wisconsin, hereinafter referred to as the "Employer" and The Sturgeon Bay Professional Police Officers' Union, Wisconsin Professional Police Association/LEER Division – Local 449 hereinafter referred to as "Union" or "Association", as the sole collective bargaining representative of the employees of the Sturgeon Bay Police Department, excluding supervisory employees, upon all matters pertaining to wages, working hours and conditions. Employer agrees to meet and treat with duly accredited officers, committees or representatives of the Union upon all matters pertaining to wages, hours or working conditions.

ARTICLE 1 - MANAGEMENT RIGHTS RESERVED

The Association recognizes the prerogative of Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers of authority which Employer has not officially abridged, delegated or modified by this Agreement are retained by Employer and, unless otherwise provided herein, the management of the work and direction of the working force, including the right to hire, promote, transfer, demote or suspend, or otherwise discharge for proper cause, and the right to relieve employees from duty because of lack of work or other legitimate reasons, is vested exclusively in Employer. Association recognizes the right of Employer to establish, maintain and amend work rules. Such rules shall be reasonable and shall, in no way, conflict with the specific provisions of this Agreement.

ARTICLE 2 - PROBATIONARY EMPLOYEES

All newly hired employees shall be considered probationary employees for the first twelve (12) months of their employment. A probationary employee may be disciplined or discharged for any reason without recourse to a grievance procedure. Continued employment beyond the first twelve (12) calendar months of employment shall be evidence of satisfactory completion of probation. Probationary employees are entitled to all benefits as provided under the terms of this contract.

ARTICLE 3 - WORK DAY AND WORK WEEK

Unless within the term of this agreement, a different work cycle, work shift and hours of work are mutually agreed upon by the City and Union the work cycle, work shifts and hours of work will remain as described in paragraphs A through C below.

A. Work Cycle:

1. Patrol Division: Police officers and sergeants shall work a six-three (6-3) repeating work cycle. This is, six (6) consecutive days on duty, followed by the three (3) consecutive days off duty.
2. Sergeant/Investigator: The officer(s) assigned to investigative duty shall work

a six-three (6-3) repeating work cycle. This is, six (6) consecutive days on duty, followed by the three (3) consecutive days off duty.

- B. Work shifts: A work shift shall consist of eight (8) hours.
- C. Hours of Work:
 - 1. The work shifts of police officers and sergeants shall be:
 - a. 7:00 a.m. to 3:00 p.m.;
 - b. 3:00 p.m. to 11:00 p.m.;
 - c. 11:00 p.m. to 7:00 a.m.
 - 2. Investigator: The officer(s) assigned to investigative duty shall work eight (8) consecutive hours as scheduled by the Chief.
- D. Level of Service: The Employer shall have the right to establish the level of service and the size of the work force, including the number of officers assigned to each patrol shift.
- E. Assignment to Investigative Duty: Officers may be assigned to investigative duty, as determined by an internal hiring process where all officers who meet the qualifications can apply. The hiring process and job qualifications shall be determined by the Chief of Police and/or their designee.
- F. Shift Selection: Shifts shall be bid by employees once each year starting in the month of October for the following calendar year. Shifts shall be awarded on the basis of seniority in rank and shall take effect on January 1 of each year.
- G. Temporary Changes in Shift Assignment: In the event an employee is going to be absent from work for a period which exceeds twelve (12) consecutive calendar days, the Employer may assign an employee from another shift to the shift the absent employee normally works. Shift changes necessitated by such employee absence shall be made on the basis of seniority preference among the employees and will last only until the absent employee returns to full duty. If the Employer desires to provide additional manpower on a shift where it is clear or appears that an employee is going to be absent for twelve (12) days or less, such additional manpower will be provided on an overtime basis according to seniority preference among the employees. Any employee subjected to a temporary change in shift assignment will be entitled to premium pay according to the schedule established in this contract.

ARTICLE 4 - MILITARY LEAVE

Leaves of absence without pay shall be automatically granted for all full-time employees

who are called or volunteer for military service.

The employee's job is guaranteed if employee seeks re-employment within ninety (90) days of discharge or separation.

An employee who is an involuntary member of a United States Military Reserve, who may be called upon for reserve training, shall be paid the differential at the straight time rate of pay, between his or her military reserve pay (not to exceed two (2) weeks) and his or her regular weekly earnings upon presentation of military pay voucher.

An employee who is a voluntary member of a United States Military Reserve shall not be paid the difference at the straight time rate of pay between his or her Military Reserve pay and his or her regular weekly earnings as above.

An employee who is deputized and is called upon to maintain order or quell violence, looting or assist in relief of persons endangered by floods or other disasters, riots or other acts of a rebellious nature, shall receive the difference between his or her regular rate of pay for such time while performing said duties.

ARTICLE 5 - SICK LEAVE

- A. All employees covered by this Agreement shall earn sick leave, which shall accrue at the rate of one (1) day of sick leave for each calendar month of service.
- B. One Hundred (100) Day Base Account: Sick leave allowance shall be accumulated in the employee's base sick leave account until a maximum of one hundred (100) days has accrued.
- C. Accrual Required Before Use: Sick leave shall not be used until it has been accrued.
- D. Eligibility for Sick Leave: Each permanent employee who has earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to illness, bodily injury or exposure to contagious disease, or attendance upon members of his or her immediate family ("immediate family" is defined as spouse and children). Employees must make every effort to schedule medical appointments for themselves or immediate family members during non-work hours. Employer shall have the right to require that the employee make other arrangements within three (3) days' time for the attendance upon members of his or her immediate family. Employer may require a doctor's certificate to verify illness for these three (3) days.
- E. Sick Leave on Holidays: In the event that a holiday falls on a regular work day within the week or weeks taken as sick leave, such holiday shall not be charged as sick leave.
- F. Medical Statement: Employer has the right to demand a medical statement to verify the illness for which sick leave is taken when an employee is off work.

- G. Exhaustion of Sick Leave: In the event an employee has exhausted all of his or her sick leave and needs additional time off for illness, he or she shall be allowed to borrow vacation time from the following year upon request. In cases of unusual circumstances, such employee may petition Employer for an extension of sick leave beyond the one hundred (100) days limitation. Such extension shall be within the sole discretion of Employer. In the event that an employee borrows vacation time or receives an extension of sick leave, said employee until such time as the borrowed vacation or sick leave is accumulated shall be required to give one hundred (100) days notice of his or her intent to terminate employment and, to the extent necessary, the borrowed vacation time or extended sick leave shall be deducted from said employee's last paycheck(s).

When catastrophic and/or chronic illness creates a condition where all paid and unpaid leave is exhausted. Employees shall have access to a sick leave donation program. Such program is described in the memorandum of understanding labeled Attachment A and is made a part of this agreement.

- H. Upon Retirement, Disability or Death: The employee or the employee's beneficiary shall be paid for forty (40) percent of his or her unused sick leave in cash upon the employee's retirement at normal retirement age or with eligibility for disability retirement benefits under the Wisconsin Retirement System, or death. Sixty (60) percent of all accumulated unused sick leave shall be directed into a post-employment health reimbursement plan qualified under IRS Code Sections 105 and 106. Maximum payment under this provision shall not exceed one hundred (100) days.
- I. Doctor's Certificate: When an employee has been on sick leave and ten (10) calendar days or more have elapsed, during which time the employee has not been on vacation, leave of absence or other absence from work other than sick leave, then a doctor's certificate regarding the employee's fitness to return to work must be furnished to Employer. The certificate herein contemplated shall be obtained by employee.
- J. Wellness: Employees who participate in the City's health risk assessment program shall receive a wellness benefit consisting of one day off with pay. Said benefit must be used during the following six months. Employees who participate in the City's health risk assessment follow up program shall receive a wellness benefit consisting of one day off with pay. Said benefit must be used during the following six months.

ARTICLE 6 - LEAVE OF ABSENCE

Any employee who wishes to absent himself or herself from his or her employment for any reason other than sick leave or any other reasons specifically provided for in this Agreement must make a written application for leave of absence from Employer. All requests shall be made in writing at least fifteen (15) days prior to the start thereof.

Employer shall determine whether or not reasons exist for granting a leave of absence. No leave shall be granted for the purpose of seeking other employment. Employer shall determine the length of the term of leave of absence granted. Any leave of absence shall be without pay. If, during a term of leave of absence duly granted employee takes another job, automatic termination of employment will take effect.

ARTICLE 7 - CALL-IN TIME

Call-in time is compensated at the rate of one and one-half (1-1/2) times the regular rate of pay. Call-in time is any time an employee is called in (as distinguished from working late). Minimum call-in time is two (2) hours and Employer may require the full time to be worked. Call-in time is to be computed from "portal to portal". Call-in time applies to law enforcement court appearances when employee is not on duty, but not conferences with the prosecutor.

Court Cancellation: Whenever a court appearance scheduled outside an employee's regular scheduled work hours on a *work day* is canceled with less than twenty-four (24) hours advance notice to the employee, the employee shall receive a minimum of two (2) hours' pay. Whenever a court appearance scheduled outside an employee's regular scheduled work hours on a non-work day is canceled with less than twenty-four (24) hours advance notice to the employee, the employee shall receive a minimum of four (4) hours' pay.

ARTICLE 8 - HOLIDAYS

All employees shall be granted the following full days as paid holidays each year:

New Year's Day
Good Friday
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
Two (2) Floating Holidays

All officers, shall receive pay for the above-mentioned holidays regardless of whether they work on the holiday itself or not. Except for the floating holidays, such holiday pay is to be paid by check, separate and apart from base salary paychecks, on or about December 1st of each year, including the month of December; the floating holidays shall be paid for during the payroll period when the floating holidays are taken. Those officers who are required to work on any of the above-named holidays shall receive pay for the holiday worked at the rate of one and one-half (1-1/2) times their daily rate of pay. All overtime worked on a holiday shall be at the rate of double (2) time. Such pay for holidays actually worked shall be paid and shall be included in the officer's next regularly schedule paycheck. The floating holidays shall be taken at a time mutually agreed upon by the employee and the Chief of Police or the Chief's designee.

ARTICLE 9 - VACATIONS

- A. All covered employees shall be entitled to a vacation on their anniversary date of employment. Each employee shall earn annual vacations with pay in the following manner:

8 days upon hire (Should the employee terminate employment during the first year, vacation payout shall be prorated);
14 days after two (2) years of continuous service;
20 days after eight (8) years of continuous service;
26 days after fifteen (15) years of continuous service;
32 days after twenty-five (25) years of continuous service.

- B. New hires and current employees who possess at least two (2) years prior full-time law enforcement may, in the sole discretion of the Employer, be granted up to two (2) weeks vacation upon completion of the first year of service. After the first year of service, said employee will earn vacation according to the vacation entitlement schedule set forth in this contract.

- C. The Chief of Police or his /her designee shall approve all vacation periods, being governed at the time by the need for public service and may approve periods from one-half (1/2) day to full vacation period granted by this Article. The total vacation periods granted per year shall not exceed the total vacation time granted by this Article. Vacation time, granted by this Section, but not used during the year, shall not carry over or accumulate beyond the end of the year.

- D. Continuous Service: Continuous service shall include all the time the employee has been in continuous employment. The continuous service of an employee eligible for vacation shall not be considered interrupted if he or she:

1. Was on an approved leave of absence;
2. Was absent on military leave;
3. Was absent due to injury or illness;
4. Was on lay-off.

- E. Computing Years of Service: In determining the number of full years of service completed, credit shall be given for the time of continuous employment by the Employer. Only the most recent period of continuous service may be counted in determining an employee's length of service for computing benefits herein.

- F. Termination Credit: If an employee terminates his or her employment for any reason during the year, he or she shall receive prorated vacation pay from the anniversary date of his or her employment to the termination date during that year, in addition to any accumulated vacation due to the employee for prior credit.

- G. When Vacation May be Taken: In determining vacation schedules, the head of the department shall respect the wishes of the eligible employees, on a seniority basis,

as to the time of taking their vacation, insofar as the needs of Employer will permit. Employer shall post vacation schedule rules from time to time. Vacation allowance shall be taken during the vacation year, except that employees who are required by the Chief of Police or his / her designee to defer all or part of their vacation for a given vacation period shall be permitted to take it within the first twelve (12) months of the ensuing vacation year, after which it shall be lost.

- H. Vacation on Holidays: In the event a holiday falls on a regular work day within the week or weeks taken as vacation, such holidays shall not be charged as vacation.

ARTICLE 10 - WORKER'S COMPENSATION

All employees covered by this Agreement are entitled to Worker's Compensation coverage. If the injury or illness is of the duration in which Worker's Compensation is paid to the employee, the employee shall endorse and turnover said check to the City Clerk and receive his or her regular pay in turn.

ARTICLE 11 - WISCONSIN RETIREMENT FUND

During the term of this contract, employees shall make the same contribution to the State of Wisconsin Retirement as general/administrative employees as determined by WRS.

ARTICLE 12 - INSURANCE

Health and Dental Insurance Plan: Employer will provide group health and dental insurance to bargaining unit. Coverage shall be in accordance with existing and future state and/or federal benefit mandates.

Employer will offer a high deductible HSA to all eligible employees. For those employees not eligible for a Health Savings Account plan, who are enrolled in the City health insurance Plan, a Health Reimbursement Arrangement will be offered. The HSA/HRA accounts shall be administered through the City's HSA/HRA providers. The employer will establish no fees to establish and maintain the HSA or HRA accounts through the length of this contract.

Under the Health Reimbursement Arrangement, all unused HRA contributions may be rolled over and carried forward from year to year. Upon an employee's retirement under the Wisconsin Retirement System or upon an employee's disability retirement, to the extent permitted by law, employee shall be permitted to use the balance of funds accumulated for HRA purposes for future medical needs including all section 213 expenses (other than long term care or other non-reimbursable expenses), throughout the employee's life time. Upon employee's death this benefit shall transfer to employee's spouse. This benefit shall cease upon employee's spouse's death and shall not transfer to employee's nor employee's spouse's, beneficiary(ies) or estate upon spouse's death.

The HSA/HRA accounts shall be administered through the City's HSA/HRA providers.

Employees will be allowed to contribute to their HSA through pre-tax payroll deduction as

allowable by law.

In conjunction with the HSA/HRA plans, Employer shall fund 50% of the deductible making equal payments on the first business days of January and April.

Premium: Employer will contribute an amount equal to eighty-eight percent (88%) of the average of the tier 1 plans for monthly single and family premiums in the qualified health care plan in the Employer's service area provided under the Wisconsin Public Employer's Group Insurance Plan.

Employer will contribute up to 90% of monthly single and family group dental insurance premiums

Bargaining unit employees will be eligible to participate in the City's flexible spending plan under Section 125 of the Internal Revenue Code, allowing for the use of pre-tax monies for said premium payments, and for other eligible expenses. Effective January 1, 2008 employer shall make available to employees participating in the high deductible HSA plan, the City's plan under Section 125 of the Internal Revenue code for allowable employee health insurance premium contributions, dependent care expenses, and a limited medical flexible spending plan (limited to vision, dental, and post deductible expenses). The Employer shall pay for the administrative costs of the plan. For employees participating in an HRA, the employer shall make available to employees, the City's plan under Section 125 of the Internal Revenue code for allowable employee health insurance premium contributions, dependent care expenses, and a health care flexible spending plan.

All personally identifiable medical and claims records shall be kept confidential to the extent permitted by statutes. This paragraph does not prohibit the release of personally identifiable records to other City officials to the extent that performance of their duties requires access to the records, but only with the prior written consent of the insured.

Retiree Health Insurance: Employees hired prior to January 1, 2017, shall, upon retirement, be eligible to continue group health insurance coverage, single and dependent plan, as is in place for employees covered under this agreement, until the age of eligibility for Medicare. The participant(s) shall pay the full cost of continued coverage.

Life Insurance: The Employer shall provide life insurance for the employees under the Wisconsin Department of Employee Trust Funds equal to the mandatory WDETf basic limits with the Employer paying the full premium amount. The Employer agrees to allow the employees to purchase a supplemental life insurance through the WDETf program, including dependent coverage, at the employee's expense as allowed under the terms and conditions of the WDETf program.

Non-Enrollment: The Employer shall pay three hundred dollars (\$300.00) each month to each employee who does not enroll in either the single or family health insurance plan, with ability for re-enrollment per plan policy.

ARTICLE 13 - SECTION 457 PLAN

The Employer will contribute \$30 a month for each employee to a Section 457 plan selected by the City.

ARTICLE 14 - STAND BY PAY

City will provide \$1,500 in equal monthly installments of \$125.00. Each stand by pay installment shall be paid on the last pay check of the month.

ARTICLE 15 - OVERTIME

Overtime will be paid at a rate of one and one-half (1-1/2) times the regular rate of pay. Overtime applies when an employee has his or her fully scheduled work week in, or fraction thereof. Fraction thereof applies when an employee is unable to complete his or her fully scheduled work week because of illness, injury, vacation or other legitimate reason for absence.

Patrol shift coverage overtime shall be offered first to the senior most officer(s) scheduled to work the preceding and following shifts. The preceding shift will provide shift coverage for the first four (4) hours and the succeeding shift will provide shift coverage for the second four (4) hours, if needed. If the senior officer(s) refuse the available overtime, it shall be the responsibility of the least senior officer(s) on the preceding and following shifts to work the overtime or provide a replacement. The preceding or off going shift will take the first four hours of the officer's shift, the following or succeeding shift will cover the last four hours of the officer's shift. This will be determined by seniority on that shift.

Any overtime other than patrol shift overtime shall be offered in the order of senior qualified officer first. If all senior officers have been offered and have refused available necessary non-patrol shift coverage overtime, the Employer may assign the overtime to the least senior officer who must work the overtime or provide a replacement. When trying to find a voluntary replacement for forced overtime, officers should call by seniority, starting with the most senior officer.

Except in case of an emergency or when extenuating circumstances exist as determined by the Chief of Police or Captain of Police:

- A. No officer shall be forced to work more than twelve (12) hours of patrol overtime during a six (6) day work cycle unless all available senior officers from the officer's shift have also reached the twelve (12) hour limitation during the six (6) day work cycle that they are currently working.
- B. No officer shall work more than four (4) hours of patrol overtime in conjunction with the officer's regular shift.

- C. No officer shall work more than four (4) hours patrol overtime in any twenty-four (24) hour period of time except when such overtime occurs on the officer's day off.
- D. No officer shall work more than eight (8) hours of patrol overtime on any day off or within twelve (12) hours of beginning or ending their normal work cycle unless the shift coverage overtime immediately precedes the beginning or succeeds the ending of normal work cycle.
- E. For the purposes of Article 15, the term "patrol" means operating a motor vehicle.

ARTICLE 16 - FUNERAL LEAVE

In the case of the death of a bargaining unit employee, paid leave will be granted for time to attend the funeral. The time for attending the funeral shall be one-half (1/2) day for morning funerals and one-half (1/2) day for afternoon funerals. Emergency functions will be performed, and Employer shall determine those employees necessary to perform the emergency functions.

In the event of the death of a member of an employee's immediate family, a three (3) day leave of absence with pay shall be granted. Immediate family is defined as husband, wife, child(ren), mother, father, brother, sister, mother-in-law and father-in-law.

In the event of the death of an employee's brother-in-law, sister-in-law, grandmother or grandfather, a one (1) day leave of absence with pay shall be granted to attend the funeral or wake.

In the event an employee is called upon to be a pallbearer or to serve in a military funeral, one-half (1/2) day of leave with pay will be allowed. If more time is required of an employee to serve either as a pallbearer or in a military funeral, additional time, not to exceed three (3) days, will be allowed as a leave, but without pay, and such leave can, at the direction of the employee, be taken as vacation time.

In the event of the death of a friend or a relative not otherwise listed, a one day leave of absence without pay shall be granted to attend the funeral or wake. No more than two days of unpaid leave per calendar year shall be granted under this paragraph.

ARTICLE 17 - LONGEVITY

In recognition of length of service each employee shall receive, as additional compensation, on the first (1st) regular pay day in December of each calendar year the sum of one dollar and twenty-five cents (\$1.25) per month for each month of immediately consecutive past employment, including the month of December in which payment is made.

Those employees who are eligible for this benefit must have at least three (3) years of

continuous employment with the City as employees who are covered by this Agreement; any other City employment is not qualified employment. However, if an employee transfers from another position of the City of Sturgeon Bay where this benefit is also applicable, without interruption except as permitted herein, this benefit shall survive such transfer.

The anniversary date of employment shall be the determining date in calculating the benefit. The fifteenth (15th) day of each month shall be the last date for qualifying for that month as a benefit month. Anyone hired on or before the fifteenth (15th) day of a month shall qualify as to that month; anyone hired after the fifteenth (15th) day of a month shall have no eligibility for that month.

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

When a person who has earned credits under this benefit terminates for any reason such accrued benefit shall be paid to such employee or the employee's representative as soon as practical. Computation of termination benefit shall be determined by the fifteenth (15th) day of each month criteria as set forth herein (i.e., if termination occurs on or before the fifteenth (15th) day of a month, there shall be no credit for said month; but if the termination occurs after the fifteenth (15th) day of a month, then that month's credit is deemed earned).

Employees on lay-off and/or approved leave of absence do not forfeit their previous employment in the City as qualified employment for this benefit, even though no additional credits are earned while on lay-off and/or approved leave of absence.

ARTICLE 18 - UNIFORM ALLOWANCE

- A. Uniform Specifications: The Chief of Police shall specify the uniform(s) of the Department for Police Officers, Sergeants, and Sergeant/investigators.
- B. Issue: The Employer shall provide the complete uniform to employees and required duty gear / equipment at no cost to the employee.
- C. Maintenance: Each employee shall also be provided with a one hundred dollar (\$100.00) annual maintenance allowance. Maintenance allowance monies not expended during the calendar year shall be forfeited.
- D. Sergeant/Investigators: Sergeant/Investigators shall be entitled to a clothing allowance of two hundred seventy dollars (\$270) per year. Clothing allowance monies not expended during the calendar year shall be forfeited. Payment shall be made upon presentation of a voucher.

ARTICLE 19-FIELD TRAINING

When an officer is acting as a field training officer, and engaged in field training activities with the trainee, the field training officer shall be paid an additional one dollar (\$1.00) per hour above his or her base rate of pay.

ARTICLE 20 - JURY DUTY

When an employee is required to perform jury service the employee shall sign over the jury duty pay to the City and the employee shall receive their regular pay for that period without loss of any accrued benefits. The employee shall as soon as possible notify their immediate supervisor when called for jury service.

ARTICLE 21 - PAY PERIOD

In the event the other bargaining unit(s) agree to a bi-weekly (every two weeks) payroll plan and the same is approved by the Personnel Committee and Common Council for non-represented employees, the pay period for the police bargaining unit will transition to a bi-weekly pay period beginning July 4, 2020. Employees shall be paid every other Tuesday. The normal payroll check shall be prepared on the basis of the average number of hours which will be worked in each pay period during the year, as projected at the start of the year.

Bi-weekly pay period shall include earned compensation as directed by the contract, except deferred benefits or benefits paid directly to another fund on the account of the employee(s).

The employer will continue an electronic payroll check system, employees will be allowed up to three (3) electronic payroll transactions per pay period at the institution(s) of the employee's choice.

Should the other bargaining unit(s) not agree to a bi-weekly payroll plan or the Personnel Committee and Common Council fail to act to approve the same for non-represented employees, the pay period will remain as stated in the 2017-2019 contract.

The pay period for employees covered by this Agreement shall conform to the work week. Employees shall be paid on Friday of each week and such compensation paid on Friday shall include all benefits such as call-time, overtime, etc., as the contract directs and the employee has earned, except deferred benefits or benefits paid directly to another fund on the account of the said employee(s). The normal payroll check shall be prepared on the basis of the average number of hours which will be worked per week during the year, as projected at the start of the year.

During the year 1977, but not before September 1, 1977, Employer will implement a withholding period not to exceed one (1) week.

Employer may, at its discretion, implement an electronic payroll check system provided the system allows the employee to make a minimum of three (3) electronic payroll transactions per pay period at institutions of the employee's choice.

ARTICLE 22 - SENIORITY

It shall be the policy of Employer to recognize seniority:

- A. In the event of a reduction in staff, the last person hired shall be the first person laid off, except in cases where the employee is needed to continue Employer's function. Union shall be notified of all such cases. The last person laid off shall be the first person recalled. No regular employees shall be laid off if there are temporary or seasonal employees working.
- B. Promotion: Whenever any vacancy occurs, due to a retirement, quit, new position or for whatever reason, the job vacancy shall be posted on the bulletin board for a minimum of five (5) work days overlapping into two (2) weeks. The job requirements and qualifications shall be a part of the posting and sufficient space shall be provided for interested parties to sign said posting.
- C. Selection: Unless within the term of this agreement, an alternate selection process is mutually agreed upon by the City and Union the selection process will remain as described in the remainder of this paragraph.

In the event that the Employer chooses to fill a vacancy, it shall do so by selecting the most qualified applicant for the position. Qualifications of the applicants shall be determined by written examination and oral interview, and seniority as described below. The written examination shall determine fifty percent (50%) of each applicant's final score; the oral interview shall determine forty percent (40%) of each applicant's final score; and seniority shall determine ten percent (10%) of each applicant's final score. Applicants shall first be given a written examination; those applicants with a score of seventy percent (70%) or higher shall qualify for an oral interview. Applicants shall be entitled to a 0.5% credit for each full year of full-time regular police service with the Employer, provided that the maximum credit shall not exceed ten percent (10%).

- D. Qualification Disputes: If there is any difference of opinion as to the qualifications of an employee, Employer and the Association Committee may take the matter up to adjustment through the Grievance Procedure. In addition to the probationary status applicable to new hires, all employees who are transferred or promoted to fill a vacancy shall serve a nine (9) month probationary period. No employee who has completed the probationary period shall be returned to his or her original position except for just cause. During the probationary period, an employee shall not be returned to his or her original position for arbitrary or capricious reasons. Any such return shall be subject to the Grievance Procedure.
- E. Loss of Seniority:

Seniority shall be lost in the event an employee:

1. Is discharged for just cause;
2. Retires or voluntarily quits;
3. Is absent without notice for three (3) consecutive work days;

4. Fails to return to work from a layoff within seven (7) days after receipt of a written notice sent by certified mail, return receipt requested, to the employee's last known address, unless physically unable to return to work;
 5. Fails to return to work from a leave of absence within seven (7) days of expiration of said leave, unless physically unable to return to work; or
 6. Is on layoff for twenty-four (24) consecutive months.
- F. For purposes of shift selection only, rank seniority shall prevail. Rank seniority shall accrue from the date the employee was last assigned to his or her rank.

ARTICLE 23 - GRIEVANCE PROCEDURE

A grievance shall be defined as an issue concerning the interpretation or application of the provisions of this Agreement.

Step One: The aggrieved employee, with the Association Committee and/or the Association Representative, shall present the grievance to the Department Head within thirty (30) calendar days after the grievant knew or should have known of the incident giving rise to the grievance. The grievance must be submitted in writing. The Department Head shall respond in writing within ten (10) calendar days of receipt of the grievance.

Step Two: If a satisfactory settlement is not reached under Step One, the Association Committee and/or the Association Representative, acting on behalf of the aggrieved employee, shall present the grievance to the Personnel Committee of the Common Council of the City of Sturgeon Bay within ten (10) calendar days of receipt of the answer of the Department Head. The Personnel Committee and the Association and/or the aggrieved employee shall meet to attempt to resolve the matter within ten (10) calendar days of receipt of the grievance, unless a written extension of time is mutually subscribed to by the grievant and the Personnel Committee. The Personnel Committee shall respond in writing within ten (10) calendar days after the meeting.

Step Three: If a satisfactory settlement is not reached using the procedures above, within the time prescribed, either Employer or the aggrieved employee, each acting through their respective representatives, may request within ten (10) calendar days after receipt of the answer of the Personnel Committee that the matter be submitted to binding arbitration. The parties to this agreement agree that if Step Three is necessary, the Wisconsin Employment Relations Commission (WERC) shall be the chosen arbitrator. The decision of the WERC shall be final.

Costs: The arbitrator's fees and expenses shall be borne equally by the parties.

When a reporter and transcript is required by the arbitrator or as the need for a reporter and transcript may be mutually agreed to by the Employer and the Association, the

expenses for same shall be borne equally by the parties.

If only one (1) of the parties desires a reporter and transcript, said party shall pay the entire cost of the reporter and transcript.

Authority of Arbitrator: The Arbitrator shall have no authority to add to, modify or alter the terms or provisions of the Agreement.

Time Limits: The time limits set forth by this grievance procedure shall be adhered to unless modified by the written consent of the parties.

ARTICLE 24 - APPLICABILITY OF WISCONSIN STATUTES

Association recognizes that the Wisconsin Statutes specifically provide for disciplinary actions for subordinate police officers and that all police officers affected by this Agreement are subordinate within the meaning of the Statutes. Therefore, the parties specifically acknowledge that the Wisconsin Statutes regarding discipline, dismissals and re-employment shall apply. Specifically, such statutory reference is Section 62.13(4), (5) and (5m).

If it is recognized that Subchapter IV of Chapter 111 of the Wisconsin Statutes, namely the Municipal Employment Relations Act, applies in general and in specific to the parties affected by this labor Agreement.

ARTICLE 25 - PRACTICES

All existing practices prior to this Agreement pertaining to wages, hours, and working conditions, not specifically mentioned in this Agreement, shall continue in force as at present until they are adjusted by mutual consent between Employer and Association.

ARTICLE 26 - ASSOCIATION ACTIVITY AND SECURITY

Association agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent a steward or officer from the proper conduct of any grievance in accordance with the procedures outlined in this Agreement, or to prevent certain routine business, such as the posting of Association notices and bulletins. Employer hereby agrees that time spent in the presentation of grievances shall not be deducted from the pay of delegated employee representatives of the Association.

ARTICLE 27 - TIME OF NEGOTIATIONS

Every attempt shall be made to conduct negotiations outside of regular work hours. If such meetings must be conducted during work hours, such time shall not be deducted from the pay of the designated Association representative.

ARTICLE 28 - SEVERABILITY

Should any provision of this Agreement be found to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect for the duration of this

Agreement.

If any Article or Section of this Agreement or any riders thereto should be held invalid by operation of law or any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any rider thereto or application of such Article or Section to person or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is invalid or enforcement of, or compliance therewith, has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement.

ARTICLE 29 - INDEMNIFICATION

In the event that a criminal action is brought against an employee, the employee shall immediately notify the Employer. The Employer shall provide competent legal counsel of its choice to assist the employee in the defense of any such action; provided that the employee shall be solely responsible for attorneys' fees if he or she is guilty of a crime, or if the employee acted without good faith, outside the scope of his or her employment or in violation of reasonable and relevant Department rules, regulations or policies.

ARTICLE 30 - JOB CLASSIFICATION AND WAGE SCHEDULES

City of Sturgeon Bay Police Department Wage Schedule					
	2020 1/1/2020 1%	2020 7/1/2020 2%	2021 3%	2022 3.00%	
SERGEANT	33.10	33.76	34.77	35.81	
POLICE OFFICER - 4TH YEAR	30.89	31.51	32.46	33.43	
POLICE OFFICER - 3RD YEAR	29.76	30.36	31.27	32.21	
POLICE OFFICER - 2ND YEAR	28.59	29.16	30.03	30.93	
POLICE OFFICER - 1ST YEAR	27.36	27.91	28.75	29.61	

In the event that an individual works in a higher classification then such individual shall be compensated at the applicable rate for such higher classification for all such time worked, provided, however, that the higher rate shall not be payable for that shift or portion of a shift for which a supervisor is assigned.

In addition to the above rates, there shall be paid a premium per hour for those individuals who work the second shift in the amount of thirty cents (\$.30) per hour, and a premium for those individuals who work the third (3rd) shift in the amount of thirty-five cents (\$.35) per hour.

ARTICLE 31 - CHECK-OFF ASSOCIATION DUES - FAIR SHARE

A. The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form supplied by the WPPA/LEER affirmatively consenting to the deduction of dues from the employee's paycheck, including an Local Association dues which the employee has authorized to be deducted in conjunction with WPPA/LEER dues, and transmit same to the Treasurer of Union and the Secretary of Association shall certify to the City Clerk the amount of monthly dues.

B. It shall be WPPA/LEER's responsibility to obtain dues authorization forms from new employees and provide them to employer no less than 30 days prior to the date in which dues deduction are to commence.

C. The Union Secretary or other designated union officer shall notify the WPPA of all new hires of the bargaining unit within 10 days of their start date.

D. The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted to the WPPA/LEER in one lump sum not later than the 21st of each month.

E. Authorization of dues deduction by a voluntary member may be revoked by the first of the month upon notice in writing to the Employer and WPPA/LEER.

F. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with either WPPA or Local Association Constitution and By-Laws. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

G. It is expressly understood and agreed that WPPA/LEER will refund to the employee involved any dues erroneously deducted by the employer and paid to WPPA/LEER and /or the Local Association. WPPA/LEER shall indemnify and hold the employer harmless against any and all claims, demands, suites, order judgements or any other forms of liability against Employer which may arise out of Employer's compliance with this Article.

ARTICLE 32 - DURATION OF AGREEMENT

The provisions of this Agreement shall be effective as of January 1, 2020 and shall remain in full force and effect up to and including December 31, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2019.

City of Sturgeon Bay:

The Sturgeon Bay Professional Police
Officers' Union, Wisconsin Professional
Police Association/LEER Division –
Local 449

David J. Ward, Mayor

Chad Mielke

Stephanie L. Reinhardt
City Clerk

Thomas Schrank

R E C O M M E N D A T I O N**TO THE HONORABLE MAYOR AND COMMON COUNCIL:**

We, the Personnel Committee, hereby recommend to approve the Labor Agreement between the Sturgeon Bay Firefighters Association Local 2682, IAFF, AFL-CIO-CLC and the City of Sturgeon Bay, as presented.

Respectfully submitted,

PERSONNEL COMMITTEE

By: Dan Williams, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: December 31, 2019

* * * * *

Moved by Alderperson _____, seconded by Alderperson

_____ that the said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2019.

CITY OF STURGEON BAY

LABOR AGREEMENT WITH

**STURGEON BAY FIREFIGHTERS ASSOCIATION
LOCAL 2682, IAFF, AFL-CIO-CLC**

Effective January 1, 2020 through December 31, 2022

INDEX

	<u>Page</u>
AGREEMENT AND RECOGNITION.....	1
MANAGEMENT RIGHTS RESERVED.....	1
PROBATIONARY EMPLOYEES.....	1
WORK DAY AND WORK WEEK.....	1
PAY PERIOD.....	2
EXISTING PRACTICES.....	2
CALL-IN TIME.....	2
OFF DUTY PAGER PAY.....	2
OVERTIME.....	3
HOLIDAYS.....	3
SICK LEAVE.....	4
FUNERAL LEAVE.....	5
LEAVE OF ABSENCE.....	5
JURY DUTY.....	6
MILITARY LEAVE.....	6
WORKER'S COMPENSATION.....	6
INSURANCE.....	6
WISCONSIN RETIREMENT FUND.....	8

VACATIONS.....	8
LONGEVITY.....	9
UNIFORM ALLOWANCE.....	10
LAUNDRY ALLOWANCE.....	10
TRAINING/PRACTICES.....	11
SENIORITY.....	11
GRIEVANCE PROCEDURE.....	12
APPLICABILITY OF WISCONSIN STATUTES.....	13
UNION ACTIVITY AND SECURITY.....	14
TIME OF NEGOTIATIONS.....	14
SEVERABILITY.....	14
CHECK-OFF OF UNION DUES - FAIR SHARE.....	14
INDEMNIFICATION.....	15
SUBSTITUTION.....	15
MEALS.....	15
USE OF CITY PROPERTY.....	15
DURATION OF AGREEMENT.....	16
JOB CLASSIFICATION AND WAGE SCHEDULE.....	17
MEMO OF UNDERSTANDING, FIRE DEPARTMENT STAFFING.....	17

AGREEMENT AND RECOGNITION

This Agreement, made and entered into this _____ of _____, by and between the CITY OF STURGEON BAY, Sturgeon Bay, Door County, Wisconsin, hereinafter referred to as "Employer" and the STURGEON BAY FIREFIGHTERS ASSOCIATION, LOCAL 2682, IAFF, AFL, CIO, CLC hereinafter referred to as "Union", as the sole collective bargaining representative of the employees of the Sturgeon Bay Fire Department, excluding supervisory employees, upon all matters pertaining to wages, working hours and conditions. Employer agrees to meet and treat with duly accredited officers, committees or representatives of the Association upon all matters pertaining to wages, hours or working conditions.

MANAGEMENT RIGHTS RESERVED

The Union recognizes the prerogative of Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers of authority which Employer has not officially abridged, delegated or modified by the Agreement are retained by Employer and, unless otherwise provided herein, the management of the work and the direction of the working force, including the right to hire, promote, transfer, demote or suspend, employees from duty because of lack of work or other legitimate reasons, is vested exclusively in Employer. Union recognizes the right of Employer to establish, maintain and amend work rules. Such rules shall be reasonable and shall in no way, conflict with the specific provisions of this Agreement.

PROBATIONARY EMPLOYEES

All newly hired employees shall be considered probationary employees for the first twelve (12) months of their employment. A probationary employee may be disciplined or discharged for any reason without recourse to a grievance procedure. Continued employment beyond the first twelve (12) calendar months of employment shall be evidence of satisfactory completion of probation. Probationary employees are entitled to all benefits as provided under the terms of this contract.

At the three (3) month, and the six (6) month, and the nine (9) month period, the Chief, the probationary employee and the probationary employee's officer shall meet and evaluate the employee's performance to that date. A written copy of the probationary employee's performance shall be given to the Police and Fire Commission and to the employee, , and a copy kept on file by the Fire Chief.

WORK DAY AND WORK WEEK

The work week shall be scheduled on the basis of the California Plan as follows: twenty-four (24) consecutive hours on duty, followed by twenty-four (24) consecutive hours off

duty, followed by twenty-four (24) consecutive hours on duty, followed by twenty-four (24) consecutive hours off duty, followed by twenty-four (24) consecutive hours on duty, followed by ninety-six (96) consecutive hours off duty.

PAY PERIOD

In the event the other bargaining unit(s) agree to a bi-weekly (every two weeks) payroll plan and the same is approved by the Personnel Committee and Common Council for non-represented employees, the pay period for the fire bargaining unit will transition to a bi-weekly pay period beginning July 4, 2020. Employees shall be paid every other Tuesday. The normal payroll check shall be prepared on the basis of the average number of hours which will be worked in each pay period during the year, as projected at the start of the year.

Bi-weekly pay period shall include earned compensation as directed by the contract, except deferred benefits or benefits paid directly to another fund on the account of the employee(s).

The employer will continue an electronic payroll check system, employees will be allowed up to three (3) electronic payroll transactions per pay period at the institution(s) of the employee's choice.

Should the other bargaining unit(s) not agree to a bi-weekly payroll plan or the Personnel Committee and Common Council fail to act to approve the same for non-represented employees, the pay period will remain as stated in the 2017-2019 contract.

All employees within a pay grade shall be paid equal paychecks (excluding, e.g., call-in time, unscheduled overtime) based on the number of pay days and anticipated average work hours in the year. The Union agrees to hold the City harmless for any expense, liability or damages arising out of this paycheck agreement and agrees to indemnify the City for same.

Employer may, at its discretion, implement an electronic payroll check system provided the system allows the employee to make a minimum of three electronic payroll transactions per pay period.

EXISTING PRACTICES

All practices existing prior to this Agreement pertaining to wages, hours, and conditions of employment not specifically mentioned in this Agreement shall continue in force as at present until they are adjusted by mutual consent between Employer and Union.

CALL-IN TIME

Call-in time will be compensated at the rate of 2.054 times the regular rate of pay. Call-in time is any time an employee is called in as distinguished from working late. Minimum call-in time is two (2) hours and Employer may require the full time to be worked. Call-in time is to be computed from "portal to portal."

OFF DUTY PAGER PAY

- A. In recognition of off duty pager requirements, all bargaining unit employees shall be paid thirty dollars (\$30.00) per month.
- B. In addition to the \$30.00 per month, the City will provide \$1,500.00 in equal monthly installments of \$125.00. Each pager pay installment shall be paid on the last pay check of the month.

OVERTIME

Unscheduled overtime will be paid at the rate of 2.054 times the regular rate of pay. Unscheduled overtime applies when an employee has his fully scheduled work week in, or fraction thereof. Fraction thereof applies when employee is unable to complete his fully scheduled work week because of illness, injury, vacation or other legitimate reason for absence.

The overtime rate is to be calculated on one-half (1/2) hour increments or fractions thereof, for purposes of computing overtime.

Shift overtime shall be filled by seniority, beginning with the preceding shift.

The firefighters shall be eligible to earn compensatory time in lieu of overtime pay. Compensatory time accumulation and leave use must be approved by the Fire Chief or Assistant Fire Chief.

HOLIDAYS

All employees shall be granted the following full days as paid holidays each year:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
July 4th	Christmas Eve Day
Good Friday	Christmas Day

All Firefighters shall receive pay in addition to their regular pay for the above-mentioned holidays, regardless of whether they work on the holiday itself or not. Those Firefighters who are required to work on any of the above-named holidays shall receive pay for the holiday worked at the rate of 1.54 times their hourly rate of pay; those Firefighters who

are not required to work on any of the above-named holidays shall receive pay for the holiday at 1.027 times their regular rate. In addition, all Firefighters shall receive two (2) floating holidays in the form of a day off without holiday pay.

In computing the pay for holidays, it is agreed that a full holiday will be computed at twenty-four (24) hours and a half holiday will be computed at eleven (11) hours for the morning shift and 13 hours for the evening shift.

For purposes of determining which employee is to receive holiday premium pay, it is agreed that the employee who begins working on the day of the holiday at 7:00 a.m. shall be entitled to said holiday premium pay, whether a full day or a half day.

SICK LEAVE

All Employees covered by this agreement shall earn sick leave, which shall accrue at the rate of one (1) day of sick leave for each calendar month of service.

1. One Hundred Day Base Account: Sick leave allowance shall be accumulated in the employee's base sick leave account until a maximum of one hundred (100) days has accrued.
2. Accrual Required Before Use: Sick leave shall not be used until it has been accrued.
3. Eligibility for Sick Leave: Each permanent employee who has earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to illness, bodily injury or exposure to contagious disease, or attendance of his or her immediate family. Employer shall have the right to require that employee make other arrangements within three (3) days' time for the attendance upon members of their immediate family. Immediate family for sick leave purposes is defined as an employee's parents, parents-in-law, spouse, children, stepchildren and legally assigned foster children. Employer may require a doctor's certificate to verify illness for these three (3) days.
4. Medical Statement: Employer has the right to demand a medical statement to verify the illness for which sick leave is taken when an employee is off work.
5. Exhaustion of Sick Leave: In the event an employee has exhausted all of his sick leave and needs additional time off for illness, he shall be allowed to borrow four (4) days of vacation time from the following year upon request.
6. Additional vacation time may be borrowed at the discretion of the Employer. In cases of unusual circumstances, such employee may petition Employer for an extension of sick leave in the sole discretion of Employer. In the event that an

employee borrows vacation time, or receives an extension of sick leave, said employee shall be required to give ninety (90) days' notice of his or her intent to terminate employment and, to the extent necessary, the borrowed vacation time or extended sick leave shall be deducted from said employee's last paycheck(s).

7. Upon Retirement, Disability or Death: One hundred (100) percent of all accumulated unused sick leave shall be directed into a post-employment health reimbursement plan qualified under IRS Code Sections 105 and 106. Maximum payment under this provision shall not exceed one hundred (100) days.
8. When an employee has been on sick leave and ten (10) calendar days or more have elapsed, during which time the employee has not been on vacation, leave of absence or other absence from work other than sick leave, then a doctor's certificate regarding the employee's fitness to return to work must be furnished to Employer. The certificate herein contemplated shall be obtained by employee.
9. Wellness: Employees who participate in the City's health risk assessment program shall receive a wellness benefit consisting of one-half day off with pay. Said benefit must be used during the following six months and may only be taken as leave during a night shift. Employees who participate in the City's health risk assessment follow up program shall receive a wellness benefit consisting of one-half day off with pay. Said benefit must be used during the following six months and may only be taken as leave during a night shift.

FUNERAL LEAVE

In case of the death of a bargaining unit employee, paid leave will be granted for time to attend the funeral. The time for attending the funeral shall be one-half (1/2) day for morning funerals and one-half (1/2) day for afternoon funerals. Emergency functions will be performed, and Employer shall determine those employees necessary to perform the emergency functions.

In the event of the death of a member of an employee's immediate family, a three (3) day leave of absence with pay shall be granted. Immediate family is defined as husband, wife, children, stepchildren, mother, father, brother, sister, mother-in-law and father-in-law.

In the event of the death of an employee's grandfather or grandmother, or an employee's spouse's brother, sister or grandfather or grandmother, a one (1) day leave of absence with pay shall be granted to attend the funeral or wake.

In the event an employee is called upon to be a pallbearer or to serve in a military funeral, one-half (1/2) day of leave with pay will be allowed. If more time is required of an employee to serve either as a pallbearer or in a military funeral, additional time, not to

exceed three (3) days, will be allowed as a leave, but without pay, and such leave can at the direction of the employee, be taken as vacation time.

LEAVE OF ABSENCE

Any employee who wishes to absent himself from his employment for any reason other than sick leave, or any other reasons specifically provided for in this Agreement, must make a written application for leave of absence from Employer. All requests shall be made in writing at least fifteen (15) days prior to the start thereof. Employer shall determine whether or not reasons exist for granting a leave of absence. No leave shall be granted for the purpose of seeking other employment. Employer shall determine the length of the term of a leave of absence granted. Any leave of absence shall be without pay. If during a term of leave of absence duly granted, employee takes another job, automatic termination of employment will take effect.

JURY DUTY

When an employee is required to perform jury service, the employee shall sign over the jury duty pay to the City and the employee shall receive their regular pay for that period without loss of any accrued benefits. The employee shall immediately notify their immediate supervisor when called for jury service.

MILITARY LEAVE

Leaves of absence without pay shall be automatically granted for all full-time employees who are called or volunteer for military service.

The employee's job is guaranteed if employee seeks re-employment within ninety (90) days of discharge or separation.

An employee who is an involuntary member of a United States Military Reserve, who may be called upon for reserve training, shall be paid the differential, at the straight time rate of pay, between his military reserve pay (not to exceed two (2) weeks) and his regular weekly earnings upon presentation of military pay voucher.

An employee who is a voluntary member of a United States Military Reserve shall not be paid the difference at the straight time rate of pay between his military reserve pay and his regular weekly earnings as above.

Any employee who is deputized and is called upon to maintain order to quell violence, looting or assist in relief of persons endangered by floods or other disasters, riots or other acts of a rebellious nature, shall receive the difference between his regular rate of pay for such time while performing said duties.

WORKER'S COMPENSATION

All employees covered by this Agreement are entitled to Worker's Compensation coverage. If the injury or illness is of the duration in which Worker's Compensation is paid to the employee, the employee shall endorse and turnover said check to the City Clerk-Treasurer and receive regular pay in turn.

INSURANCE

Health and Dental Insurance Plan: Employer will provide group health and dental insurance to bargaining unit members. Coverage shall be in accordance with existing and future state and/or federal benefit mandates.

Employer will offer a high deductible HSA plan to all eligible employees. For those employees not eligible for a Health Savings Account plan, who are enrolled in the City health insurance Plan, a Health Reimbursement Arrangement will be offered.

Under the Health Reimbursement Arrangement, all unused HRA contributions may be rolled over and carried forward from year to year. Upon an employee's retirement under the Wisconsin Retirement System or upon an employee's disability retirement, to the extent permitted by law, employee shall be permitted to use the balance of funds accumulated for HRA purposes for future medical needs including all section 213 expenses (other than long term care or other non-reimbursable expenses), throughout the employee's life time. Upon employee's death this benefit shall transfer to employee's spouse. This benefit shall cease upon employee's spouse's death and shall not transfer to employee's nor employee's spouse's, beneficiary(ies) or estate upon spouse's death.

The HSA/HRA accounts shall be administered through the City's HSA/HRA providers. The employer will establish no fees to establish and maintain the HSA or HRA accounts through the length of this contract and there will be no fees to employees to establish and maintain the HSA or HRA accounts through the length of this contract.

Employees will be allowed to contribute to their HSA through pre-tax payroll deduction as allowable by law.

In conjunction with the HSA/HRA plans, the City shall fund 50% of the deductible making equal payments on the first business days of January and April.

Premium: Employer will contribute an amount equal to eighty-eight percent (88%) of the average of the tier 1 plans for monthly single and family premiums in the qualified health care plan in the Employer's service area provided under the Wisconsin Public Employer's Group Insurance Plan.

Employer will contribute 90% of monthly single and family group dental insurance premiums

Bargaining unit employees will be eligible to participate in the City's flexible spending plan under Section 125 of the Internal Revenue Code, allowing for the use of pre-tax monies for said premium payments, and for other eligible expenses. Employer shall make available to employees participating in the high deductible HSA plan, the City's plan under Section 125 of the Internal Revenue code for allowable employee health insurance premium contributions, dependent care expenses, and a limited medical flexible spending plan (limited to vision, dental, and post deductible expenses). For employees participating in an HRA, the employer shall make available to employees, the City's plan under Section 125 of the Internal Revenue code for allowable employee health insurance premium contributions, dependent care expenses, and a health care flexible spending plan.

All personally identifiable medical and claims records shall be kept confidential to the extent permitted by statutes. This paragraph does not prohibit the release of personally identifiable records to other City officials to the extent that performance of their duties requires access to the records, but only with the prior written consent of the insured.

Employees participating in the group hospitalization insurance plan who retire at the normal retirement age or over and who have worked for the City of fifteen (15) years or more as a firefighter may elect to continue participation in the group hospitalization insurance plan at their own expense, if the carrier permits such participation, until they reach the age of eligibility for Medicare.

Life Insurance: The Employer shall provide life insurance for the employees under the Wisconsin Department of Employee Trust Funds equal to the mandatory WDETf basic limits with the Employer paying the full premium amount. The Employer agrees to allow the employees to purchase supplemental life insurance through the WDETf program, including dependent coverage, at the employee's expense as allowed under the terms and conditions of the WDETf program.

Non-Enrollment: The Employer shall pay three hundred dollars (\$300.00) each month to each employee who does not enroll in either the single or family health insurance plan, with ability for re-enrollment per plan policy.

WISCONSIN RETIREMENT FUND

For the term of this contract the firefighters shall make the same contribution to the State of Wisconsin Retirement as general/administrative employees as determined by WRS.

VACATIONS

All covered employees shall be entitled to a vacation. Each employee shall earn annual

vacations with pay in the following manner and available for use immediately:

- Four (4) days upon hire
- Eight (8) days after two (2) years of continuous service
- Ten (10) days after eight (8) years of continuous service
- Twelve (12) days after fifteen (15) years of continuous service
- Thirteen (13) days after twenty (20) years of continuous service
- Fourteen (14) days after twenty-five (25) years of continuous service

"Days" herein shall mean a twenty-four (24) consecutive hour working day during which the individual was otherwise scheduled to work.

The Chief of the Fire Department shall approve all vacation periods, being governed at the time by the need for public service and may approve periods from one-half (1/2) day to full vacation period granted by this section. The total vacation periods granted per calendar year shall not exceed the total vacation time granted by this section. Vacation time, granted by this section, but not used during the current calendar year, shall not carry over or accumulate beyond the end of the calendar year.

1. Continuous Service: Continuous service shall include all the time the employee has been in continuous employment. The continuous service of an employee eligible for vacation shall not be considered interrupted if he:
 - a. Was on an approved paid leave of absence.
 - b. Was absent on military leave.
 - c. Was absent due to injury or illness.
 - d. Was on lay-off.
2. Computing Years of Service: In determining the number of full years of service completed, credit shall be given for the time of continuous employment by Employer. Only the most recent period of continuous service may be counted in determining an employee's length of service for computing benefits herein.

New hires and current employees who possess at least two (2) years prior full-time firefighting experience, and part-time firefighters with four (4) years firefighting experience, with the Sturgeon Bay Fire Department, may, in the sole discretion of the Employer, after one (1) year of continuous service, be granted additional vacation time up to an extra four (4) days of vacation. New hires and current employees shall not be eligible for additional vacation under this Section after they have accumulated two (2) years of continuous service.

3. Eligibility: Employees are eligible to use their vacation upon hire.

4. Termination Credit: If an employee terminates employee's employment for any reason during the year, employee shall receive pro-rated vacation pay from the anniversary date of employee's employment to the termination date during that year, in addition to any accumulated vacation due to the employee for prior credit.
5. When Vacation May be Taken: In determining vacation schedules, the head of the department shall respect the wishes of the eligible employees, on a seniority basis, as to the time of taking their vacations, insofar as the needs of Employer will permit. Employer shall post vacation schedule rules from time to time. Vacation allowance shall be taken during the vacation year, except that employees who are required by the Chief of the Fire Department to defer all or a part of their vacation for a given vacation period shall be permitted to take it within the first six (6) months of the ensuing vacation year, after which it shall be lost.

LONGEVITY

In recognition of length of service each employee shall receive, as additional compensation, on the first regular pay day in December of each calendar year the sum of \$1.25 per month for each month of immediately consecutive past employment, including the month of December in which payment is made.

Those employees who are eligible for this benefit must have at least three years of continuous employment with the City as employees who are covered by this agreement; any other City employment is not qualified employment. However, if an employee transfers from another position in the City of Sturgeon Bay where this benefit is also applicable, without interruption except as permitted herein, this benefit shall survive such transfer.

The anniversary date of employment shall be the determining date in calculating the benefit. The fifteenth day of each month shall be the last date for qualifying for that month as a benefit month. Anyone hired on or before the fifteenth day of a month shall qualify as to that month; anyone hired after the fifteenth day of a month shall have no eligibility for that month.

Once eligible this benefit is retroactive to the first month of employment as determined above.

When a person who has earned credits under this benefit terminates for any reason, such accrued benefit shall be paid to such employee or his representative as soon as practical. Computation of termination benefit shall be determined by the fifteenth day of each month criteria as set forth herein (i.e., if termination occurs on or before the 15th day of a month, there shall be no credit for said month; but if the termination occurs after the 15th day of a month, then that month's credit is deemed earned).

Employees on lay-off and/or approved leave of absence do not forfeit their previous employment in the City as qualified employment for this benefit, even though no additional credits are earned while on lay-off and/or approved leave of absence.

UNIFORM ALLOWANCE

The Chief of the department shall specify the uniform(s) of the department.

There shall be a uniform allowance to each individual covered by this Agreement in the annual amount of five hundred (\$500) dollars. In the event that the amount specified herein is not used by the individual, then the amount remaining unused shall be forfeited back to Employer. The Employer shall provide the Firefighters duty jackets outside of the specified clothing allowance amount. Replacement of duty jackets shall be at the discretion of the Fire Chief.

The City shall provide one time only a Class A dress uniform jacket pursuant to department policy on uniforms.

LAUNDRY ALLOWANCE

Employer agrees that it will bear the cost of laundry of the bedding, towels and other housekeeping items. Employer reserves the right to identify the inventory to be laundered and to select the laundry which will render this service.

TRAINING PRACTICES

The parties acknowledge that the employer will conduct monthly training practice sessions on occasion for the benefit of the department and its firefighters. Whenever such a monthly training/practice session is held, those firefighters who are on duty at the time shall participate in the monthly training/practice session without any additional compensation.

Whenever any other training/practice session is held, those firefighters who are on duty at the time shall participate in the training/practice session without any additional compensation. Officers and firefighters shall attend all such training/practice sessions unless excused by the Chief; those officers and firefighters who are off duty when they attend such training/practice sessions May accumulate compensatory time at the rate of double time or paid at the overtime rate for all training.

Reasonable accommodations shall be made for those employees who are unable to attend training due to serious conflict in schedule. In no case will an employee be required to attend training sessions while off duty due to illness, injury or vacation.

SENIORITY

It shall be the policy of Employer to recognize seniority.

- A. In the event of a reduction in subordinates, the emergency, temporary, part-time, or provisional subordinates, if any, shall be dismissed first, and thereafter subordinates shall be dismissed in the order of the shortest length of service in the department. The last person laid off shall be the first person recalled.
- B. Promotion: Whenever any vacancy occurs, due to a retirement, quit, new position or for whatever reason, the job vacancy shall be posted on the bulletin board for a minimum of fourteen (14) calendar days. The job requirements and qualifications shall be a part of the posting and sufficient space shall be provided for interested parties to sign said posting.
- C. Selection: The Employer shall fill the vacancy by selecting the most qualified applicant for the position. All applicants must have a minimum of 3 years full-time employment with the Sturgeon Bay Fire Department. Qualification of an applicant shall be based on a 100 point system determined by written examination, operational assessment, oral interview, and seniority. The written examination shall account for a maximum of 30 points, the operational assessment shall account for a maximum of 30 points, the oral interview shall account for a maximum of 30 points, and seniority shall account for a maximum of 10 points. Points for the written examination shall be calculated by multiplying the Applicants score by 0.3 to arrive at the points awarded [e.g. If an applicant scored 70% on the written examination the Applicant would receive 21 points for his or her written examination]. Applicants shall receive 1/2 point for each full year of full-time firefighting, with the Employer, up to a maximum of 10 points/20 years.

In addition to the probationary status applicable to new hires, all employees assigned to fill a vacancy with a higher rank shall be considered probationary employees for twelve (12) months. Such a probationary employee may be removed from his or her probationary position up to the nine (9) month evaluation for any reason without recourse to the grievance procedure and can return to his or her previous position on the Fire Department.

Evaluation: At the three (3) month, and the six (6) month, and the nine (9) month period, the Chief and the probationary employee shall meet and evaluate the employee's performance to that date. A written copy of the probationary employee's performance shall be given to the Police and Fire Commission and to the employee, and a copy kept on file by the Fire Chief.

Qualifications: The Fire and Police Commission shall draw up minimum qualifications for the following positions:

1. Firefighter
2. Fire Lieutenant

D. Educational Opportunity; Advance Training: Whenever the Employer seeks to send personnel to a special training session, seminar, or similar educational event, to increase the knowledge, efficiency and performance of the department or its personnel, such selection of personnel for attendance shall be by the Chief of the Department.

E. Leadership and Management Training Opportunity: The Employer recognizes that good leadership and management require training beyond the technical skills offered through regular firefighting and lifesaving training and drills. The Union would like to develop leadership and management in the rank so that as time progresses, members who are interested in a lieutenant's position or above are better prepared for those duties. The City and Union agree to a maximum of 72 hours paid on duty training annually to the whole of the Union membership. Persons who wish to partake in this opportunity for leadership and management training must first make a request to the Union President, subject to final approval from the Fire Chief or their designee. All persons and courses attended are subject to final approval from the Fire Chief or their designee.

F. Seniority will be lost in the event an employee:

- a. is discharged for just cause;
- b. retires or voluntarily quits;
- c. is absent without notice for three (3) consecutive work days;
- d. fails to return to work from a layoff within seven (7) days after receipt of a written notice sent by certified mail, return receipt requested, to the employee's last known address, if he or she is physically able to do so;
- e. fails to return to work from a leave of absence within seven (7) days of expiration of said leave, if he or she is physically able to do so; or
- f. is on layoff for two (2) years.

GRIEVANCE PROCEDURE

A grievance shall be defined as an issue concerning the interpretation or application of the provisions of this Agreement, and existing practices.

STEP ONE: The aggrieved employee, with the Union Committee and/or the Union Representative, shall present the grievance to the Department Head within thirty (30) calendar days after the grievant knew or should have known of the incident giving rise to the grievance. The grievance must be submitted in writing and contain the name of the employee(s) involved, the facts giving rise to the grievance, the sections of the Agreement, and/or existing practices, alleged to have been violated and the relief

requested. The Department Head shall respond in writing within ten (10) calendar days of receipt of the grievance.

STEP TWO: If a satisfactory settlement is not reached under Step One, the Union Committee and/or Union Representative, acting on behalf of the aggrieved employee, shall present the grievance to the Personnel Committee of the Common Council of the City of Sturgeon Bay within ten (10) calendar days of receipt of the answer of the Department Head. The Personnel Committee and the Union and/or the aggrieved employee shall meet to attempt to resolve the matter within ten (10) calendar days of receipt of the grievance, unless a written extension of time is mutually subscribed to by the grievant and the Personnel Committee. The Personnel Committee shall respond in writing within ten (10) calendar days after the meeting.

STEP THREE: If a satisfactory settlement is not reached using the procedures above, within the time prescribed, either Employer or the aggrieved employee, each acting through their respective representatives, may request within ten (10) calendar days after receipt of the answer of the Personnel Committee that the matter be submitted to binding arbitration. The parties to this Agreement agree that if Step Three is necessary, the Wisconsin Employment Relations Commission (W.E.R.C.) shall be the chosen arbitrator. The decision of the W.E.R.C. shall be final. The expense of the arbitrator shall be borne equally by the parties. The expense of a reporter and/or a transcript, if requested by one of the parties, shall be borne by said party. If arbitrator requests a reporter and/or transcript, cost will be borne equally by both parties.

The sole authority of the arbitrator shall be to render a decision as to the meaning and interpretation of the Agreement and/or existing practices as it relates to the grievance; the arbitrator shall have no authority to add to, modify or alter the terms or provisions of the Agreement.

The time limits set forth by this grievance procedure shall be adhered to unless modified by the written consent of the parties.

APPLICABILITY OF WISCONSIN STATUTES

Association recognizes that the Wisconsin Statutes specifically provide for disciplinary actions for subordinate firefighters and that all firefighters affected by this Agreement are subordinate within the meaning of the Statutes. Therefore, the parties specifically acknowledge that the Wisconsin Statutes regarding discipline, dismissals and re-employment shall apply. Specifically, such statutory reference is Section 62.13(4), (5) and (5m).

It is recognized that Subchapter IV of Chapter 111 of the Wisconsin statutes, namely the Municipal Employment Relations Act, applies in general and in specific to the parties affected by this Labor Agreement.

UNION ACTIVITY AND SECURITY

Union agrees to conduct its business off the job as much as possible. This article shall not operate as to prevent a steward or officer from the proper conduct of any grievance in accordance with the procedures outlined in this Agreement, nor to prevent certain routine business, such as the posting of Union notices and bulletins. Employer hereby agrees that time spent in the presentation of grievances shall not be deducted from the pay of delegated employee representatives of the Union.

TIME OF NEGOTIATIONS

Every attempt shall be made to conduct negotiations outside of regular work hours. If such meetings must be conducted during work hours, such time shall not be deducted from the pay of the designated Union representative.

SEVERABILITY

Should any provision of this Agreement be found to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

If any Article or Section of this Agreement or any riders thereto should be held invalid by operation of law or any tribunal or competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement and any rider thereto or application of such Article or Section to person or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is invalid or enforcement of, or compliance therewith, has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement.

CHECK-OFF OF UNION DUES - FAIR SHARE

Employer will deduct Union dues and transmit same to the Treasurer of Union and the Secretary of Union shall certify to the City Clerk the amount of monthly dues.

Employer agrees that it will deduct from the earnings of all employees in the collective bargaining unit the amount of money certified by Union as being the monthly dues uniformly required of all members and pay said amount to the Treasurer of Union on or before the end of the month. Changes in the amount of dues to be deducted shall be certified by Union thirty (30) days before effective date of the change.

Employer will provide Union with a list of employees from whom such deductions are made with each monthly remittance to Union.

Union, as the exclusive representative of all employees in the bargaining unit, will represent all such employees, Union and non-Union, fairly and equally, and all employees in the unit will be required to pay, as provided in this Article, their proportionate share of the costs of representation by Union. No employee shall be required to join the Union, but membership shall be made available to all employees who apply, consistent with Union's Constitution and bylaws. No employee shall be denied Union membership because of race, creed, color or sex.

The Union shall indemnify, and hold Employer harmless, for any damages, costs and fees involved as a result of any suit or proceeding arising out of compliance with this article of the Agreement.

INDEMNIFICATION

In the event that a civil or criminal action is brought against an employee, the employee shall immediately notify the Employer. The Employer shall provide competent legal counsel of its choice to assist the employee in the defense of any such action; provided that the employee shall be solely responsible for attorneys' fees if he or she is guilty of a crime, or if the employee acted without good faith, outside the scope of his or her employment or in violation of reasonable and relevant Department rules, regulations or policies. The employee shall bear full responsibility for legal fees or damages if the employee is found guilty of a crime or at fault in any civil action whereby the employee acted without good faith, outside the scope of employment or in violation of reasonable and relevant department rules, regulations, or policies.

SUBSTITUTION

Changes in work time may be made between members of the Department, provided that such changes do not impair the efficiency of the Department. Employees involved in trades will be paid their personal rank of pay which they normally receive, with no additional cost to the Employer.

MEALS

Employees shall be required to consume two meals during their work shift.

USE OF CITY PROPERTY

The parties agree that no employee shall use or convert any City property for personal use under any circumstances unless said property is available for the use and enjoyment

of the general public.

JOB CLASSIFICATION AND WAGE SCHEDULE

Fire Department Wage Schedule					
<u>STURGEON BAY</u>	<u>1/1/2020</u>	<u>12/31/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>7/1/2022</u>
2912 hour work year	1.75%	1.25%	2%	2%	1%
Lieutenant	22.32	22.60	23.05	23.51	23.75
Firefighter	20.59	20.85	21.26	21.69	21.91
Third Year Firefighter	19.88	20.13	20.53	20.94	21.15
Second Year Firefighter	19.28	19.52	19.91	20.31	20.51
First Year Firefighter	18.56	18.79	19.17	19.55	19.75

Individuals will advance on the annual anniversary date of their employment.

Step Up Pay: Whenever there is no Lieutenant on duty during a shift for at least one-half (1/2) of a shift, the senior firefighter on duty shall receive lieutenant pay for such time.

FIRE DEPARTMENT STAFFING

1. Three career shift assignments shall be established for all day shifts. A fourth shift assignment shall be established for all weekend days and all weekday holidays. Career personnel shall have the right of first refusal for this fourth shift. If no career personnel opt to work this shift, part-time personnel may fill the fourth shift.
2. Part-time personnel shall be used to supplement career personnel for all night shifts to provide staffing to have a minimum of two Firefighters assigned to each station for all night shifts.
3. Notwithstanding the above, the City retains all its inherent management rights to determine staffing levels and shift assignments unless otherwise restricted by a provision of the parties' collective bargaining agreement and may change the above for reasons which are neither arbitrary nor capricious.

DURATION OF AGREEMENT

The provisions of this Agreement shall be effective as of January 1, 2020 and shall remain in full force and effect up to and including December 31, 2022 .

This Agreement may be amended at any time by mutual written agreement between the City and the Union.

Termination and/or modification of the contract shall be instituted pursuant to Wisconsin Statutes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, .

CITY OF STURGEON BAY

David J. Ward, Mayor

Stephanie Reinhardt, City Clerk

**STURGEON BAY FIREFIGHTERS ASSOCIATION
LOCAL 2682, IAFF, AFL, CIO, CLC**

Brent Wiegand President

Brian Hanson, Vice President/Treasurer

Ethan Jorns Secretary