



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA  
TUESDAY, JULY 5, 2022  
6:00 P.M.  
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. Public Comment on agenda items only.
6. Presentation re: Door County YMCA – Update on Capital Campaign and Building Addition.
7. Consideration of the following bills: General Fund – \$38,051.05, Capital Fund - \$390,487.29, and Cable TV - \$6,005.53 - \$220.97 for a grand total of \$434,543.87. [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 6/21/22 regular Common Council minutes.
  - \*b. Place the following minutes on file:
    - (1) Zoning Board of Appeals – 6/14/22
    - (2) Finance/Purchasing & Building Committee – 6/14/22
    - (3) Industrial Park Development Review Team – 6/16/22
  - \*c. Place the following reports on file:
    - (1) Fire Department Report – April 2022
    - (2) Fire Department Report – May 2022
  - \*d. Consideration of: Beverage Operator's licenses.
  - \*e. Consideration of: Approval of Sidewalk Café Permit for The Gnoshery.
  - \*f. Finance/Purchasing & Building Committee recommendation re: Approve the lease amendment for the Sturgeon Bay Yacht Club/Sail Training Foundation as presented.
9. Mayoral Appointments.
10. Personnel Committee recommendation re: Increase wage range for Community Service Officers to \$17.00-\$19.00 per hour effective immediately with no budget impact for 2022.

11. Personnel Committee recommendation re: Approve the Labor Agreement between the Sturgeon Bay Professional Police Officers' Union Wisconsin Professional Police Association/LEER Division Local 449 and the City of Sturgeon Bay for January 1, 2023 – December 31, 2025.
12. Consideration of: Memorandum of Understanding between City of Sturgeon Bay and Sturgeon Bay Professional Police Association Local 449 and Wisconsin Professional Police Association/LEER Regarding Lateral Entry.
13. Consideration of assignment of sale from Cherry Point Investments to Phillips Development
14. Consideration of: Wal-Mart Property Assessment Settlement.
15. City Administrator report.
16. Mayor's report.
17. 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)(g)
  - a. Consideration of: Collective Bargaining Agreement.
  - b. Consideration of: Wal-Mart Property Assessment Settlement.  
Move to reconvene in open session to take formal action upon preceding subject of closed session, if appropriate; or to conduct discussion or give further consideration where the subject is not appropriate for closed session consideration. The Council may adjourn in closed session.
18. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 7-1-22  
Time: 1:45 pm  
By: JM

NOTE: COUNCIL CHAMBERS WILL BE OPEN TO THE PUBLIC TO OBSERVE AND RENDER PUBLIC COMMENT ON AGENDA ITEMS ONLY. THE MEETING WILL BE LIVESTREAMED AT <https://sbtv.viebit.com/> AND CABLE ACCESS CHANNEL 988.

**CITY OF STURGEON BAY**  
**GENERAL PROCEDURES FOR PUBLIC COMMENT AT COMMON COUNCIL MEETINGS**

Any citizen requesting to address the Council during the public comment portion of the meeting:

- Must fill out a "Request to Comment" form and turn it in to the City Clerk or Mayor PRIOR to the start of the meeting. Name and address must be filled in. Indicate the agenda item number that you are planning to provide public comment on. Public Comment will be restricted to Agenda Items only.
- Individuals will have a maximum of three (3) minutes to address the Council. A total of 30 minutes will be allotted to Public Comment per meeting, unless the Council body agrees to extend the time. The extensions will be 15 minute additional increments.
- Priority will be given to City residents.
- The speaker shall not engage in personal attacks against the Mayor, Council members, City staff or its representatives and remain courteous and respectful. The Council/Committee requests that all comments and interactions between those present be conducted in a constructive and respectful manner. Anyone acting in a disruptive or disrespectful manner will be asked to leave the meeting by the person presiding at the meeting.
- The Mayor/Chair may ask questions of the speaker for clarification purposes.
- The Mayor/Chair may allow, at his discretion, Council/Committee members or staff to respond to the speaker's comment. However, dialogue will not ensue.
- The Mayor/Chair may refer the matter to a committee or to the City Administrator for further follow up as needed.

IF EVERYONE ABIDES BY THESE GUIDELINES, OUR MEETINGS WILL MOVE ALONG SMOOTHLY AND BUSINESS WILL BE CONDUCTED IN AN EFFICIENT AND TIMELY MANNER. YOUR COOPERATION WILL BE APPRECIATED BY ALL PRESENT AT THE MEETING.

PLEASE NOTE THAT LETTERS WILL NOT BE READ INTO THE RECORD AS PUBLIC COMMENT. ONLY LETTERS RECEIVED FOR A PUBLIC HEARING WILL BE READ INTO THE RECORD.

NOTE: IF TOPICS THAT WILL GENERATE SIGNIFICANT POTENTIAL FOR PUBLIC COMMENT APPEAR ON THE COUNCIL AGENDA, A PUBLIC HEARING WILL TAKE PLACE PRIOR TO THE COUNCIL MEETING.

RESPECTFULLY,  
MAYOR DAVID J. WARD

REVISED: 6/2/20

DATE: 7.  
 TIME: 7.  
 ID: 7.

CITY OF STURGEON BAY  
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 07/05/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
LIABILITIES				
19880	STURGEON BAY UTILITIES	TAX ROLL- EXTRA INTEREST	01-000-000-24340	122.13
19880		TAX ROLL	01-000-000-24340	763.49
KITTY	KITTY O'REILLY'S IRISH PUB	SIGN DEPOSIT REFUND/KITTYS	01-000-000-23168	50.00
R0001365	SUN COMMUNITIES	PARKING FEES OVERPAYMENT	01-000-000-41300	36.58
R0001736	DOOR COUNTY SAIL & POWER SQUAD	PARK SHELTER REFND/POWER SQD	01-000-000-46300	70.00
R0001736		PARK SHELTER REFND/POWER SQD	01-000-000-24214	3.50
R0001736		PARK SHELTER REFND/POWER SQD	01-000-000-24215	0.35
R0001740	THOMAS THOMAS	SIGN DEPOSIT REFND/THOMAS	01-000-000-23168	50.00
R0001741	REL & ASSOCIATES	SIGN DEPOSIT REFUND/REL ASSOC	01-000-000-23168	50.00
R0001743	RICHARD T NELSON	SIGN DEPOSIT REFUND/R NELSON	01-000-000-23168	50.00
R0001744	AMBER KEZO	RESERVATION FEE RFND/KEZO	01-000-000-46300	70.00
R0001744		RESERVATION FEE RFND/KEZO	01-000-000-24214	3.50
R0001744		RESERVATION FEE RFND/KEZO	01-000-000-24215	0.35
TOTAL LIABILITIES				1,269.90
TOTAL GENERAL FUND				1,269.90
CITY COUNCIL				
03133	CELLCOM WISCONSIN RSA 10	06/22 3 ALDERS CELLPHONES	01-105-000-58999	98.48
TOTAL				98.48
TOTAL CITY COUNCIL				98.48
ADMINISTRATION				
17700	QUILL CORPORATION	5 CERTIFICATE PLAQUES @ 23.99	01-120-000-51950	119.95
TOTAL				119.95
TOTAL ADMINISTRATION				119.95
CITY ASSESSOR				
ASSO APP	ASSOCIATED APPRAISALS	07/22 CONTRACT	01-130-000-55010	4,916.67
TOTAL				4,916.67
TOTAL CITY ASSESSOR				4,916.67
PUBLIC WORKS ADMINISTRATION				
22800	WALMART	CELL CHARGING BLOCKS	01-150-000-58250	44.64
TOTAL				44.64
TOTAL PUBLIC WORKS ADMINISTRATION				44.64
ELECTIONS DEPARTMENT				



INVOICES DUE ON/BEFORE 07/05/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
02216	BAY VIEW LUTHERAN CHURCH	04/22 ELECTION RENT	01-155-000-57650	110.00
PATH	PATH	04/22 ELECTION RENT	01-155-000-57650	110.00
TOTAL				220.00
TOTAL ELECTIONS DEPARTMENT				220.00
CITY HALL				
23730	WPS	421 MICHIGAN STREET	01-160-000-56600	1,216.87
WARNER	WARNER-WEXEL LLC	CLEANING SUPPLIES/CITY HALL	01-160-000-51850	143.38
TOTAL				1,360.25
TOTAL CITY HALL				1,360.25
GENERAL EXPENDITURES				
08167	GANNETT WISCONSIN NEWSPAPERS	PUBLIC HEARING NOTICE	01-199-000-57450	39.70
08167		PUBLIC HEARING NOTICE	01-199-000-57450	87.12
08167		COUNCIL MIN PUBLICATION 3/15	01-199-000-57450	71.43
08167		COUNCIL MIN PUBLICATION 3/15	01-199-000-57450	120.24
08167		PUBLIC HEARING NOTICE	01-199-000-57450	22.22
08167		PUBLIC HEARING NOTICE	01-199-000-57450	39.35
08167		PUBLIC HEARING NOTICE	01-199-000-57450	38.65
08167		NOTICE OF JOINT REVIEW	01-199-000-57450	42.84
CEDARCO	CEDAR CORPORATION	S DULUTH AVE-COUNTY PORTION	01-199-000-51525	1,500.00
CEDARCO		S DULUTH AVE-CITY PORTION	01-199-000-57000	1,500.00
US BANK	US BANK EQUIPMENT FINANCE	06/22 FIRE COPIER W4572	01-199-000-55650	99.50
US BANK		06/22 FIRE COPY OVERAGE	01-199-000-55650	7.99
US BANK		06/22 ADMIN COPIER W6640	01-199-000-55650	116.00
US BANK		06/22 ADMIN COPY OVERAGES	01-199-000-55650	109.81
US BANK		SUPPLY FREIGHT	01-199-000-55650	27.00
TOTAL				3,821.85
TOTAL GENERAL EXPENDITURES				3,821.85
POLICE DEPARTMENT				
15890	PACK AND SHIP PLUS	EVIDENCE TO CRIME LAB/22004787	01-200-000-57250	19.18
US BANK	US BANK EQUIPMENT FINANCE	06/22 POLICE COPIER W4120	01-200-000-55650	213.59
US BANK		06/22 POLICE COPY OVERAGE	01-200-000-55650	78.40
TOTAL				311.17
TOTAL POLICE DEPARTMENT				311.17
POLICE DEPARTMENT/PATROL				
04575	DOOR COUNTY HARDWARE	ASSORTED SUPPLIES	01-215-000-54999	26.95
04696	DOOR COUNTY TREASURER	05/22 FUEL CHARGES	01-215-000-51650	5,941.38

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CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/05/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
19368	STAGE COACH CAR WASH LLC	CAR WASH TOKENS	01-215-000-58550	498.00
JENNERJO	DEREK JENNERJOHN	MEAL EXPNSES SRO CONF/JENNRJHN	01-215-000-55600	68.24
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	FORD EXP MAINTENANCE	01-215-000-58600	60.98
JIM FORD		ESCAPE MAINTENANCE	01-215-000-58600	26.20
JIM FORD		SQUAD 10 MAINTENANCE	01-215-000-58600	27.86
JIM FORD		SQUAD 60 MAINTENANCE	01-215-000-58600	131.80
NELSON	NELSON TACTICAL	GUN CLEANING SOLUTION	01-215-000-54999	330.00
R0000608	AUTO ZONE, INC	WIPER BLADES	01-215-000-58600	91.82
TOTAL				7,203.23
TOTAL POLICE DEPARTMENT/PATROL				7,203.23
POLICE DEPT. / INVESTIGATIONS				
SOUKREP	SOUKUP'S REPAIR	TOW VEHICLE IMPOUND/22004011	01-225-000-57950	145.00
TOTAL				145.00
TOTAL POLICE DEPT. / INVESTIGATIONS				145.00
FIRE DEPARTMENT				
FIRE DEPARTMENT				
04696	DOOR COUNTY TREASURER	05/22 FUEL CHARGES	01-250-000-51650	3,721.64
15890	PACK AND SHIP PLUS	PARTS RETURN	01-250-000-53000	21.32
23897	W.S. DARLEY & CO.	BASE TILE/AIR TRAILER	01-250-000-53000	65.07
TOTAL FIRE DEPARTMENT				3,808.03
TOTAL FIRE DEPARTMENT				3,808.03
STORM SEWERS				
06012	FASTENAL COMPANY	MASONRY SAW BLADE	01-300-000-54999	144.35
TOTAL				144.35
TOTAL STORM SEWERS				144.35
STREET SWEEPING				
04545	DOOR COUNTY COOPERATIVE/NAPA	SERPENTINE BELTS	01-330-000-51400	57.33
MACQUEEN	MACQUEEN EQUIPMENT, LLC	A/C COMPRESSOR	01-330-000-51400	414.13
MACQUEEN		FREIGHT	01-330-000-51400	19.40
TOTAL				490.86
TOTAL STREET SWEEPING				490.86
ROADWAYS/STREETS				

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INVOICES DUE ON/BEFORE 07/05/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
14825	NORTHEAST ASPHALT INC	14.02 TON ASPHALT	01-400-000-52200	1,016.45
TOTAL				1,016.45
TOTAL ROADWAYS/STREETS				1,016.45
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	BRACKET	01-450-000-53000	34.82
ADVANCED	ADVANCED DISPOSAL	HEADLAMP/BATTERIES	01-450-000-53000	28.50
ADVANCED		OIL	01-450-000-53000	154.49
FLEETPRI	FLEETPRIDE	BRAKE CHAMBER	01-450-000-53000	187.44
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	PIN-CLIP/BALL MOUNT	01-450-000-53000	93.48
O'REILLY		DEF	01-450-000-52150	33.98
O'REILLY		TRAILER CABLE	01-450-000-52150	17.44
TOTAL				550.15
TOTAL STREET MACHINERY				550.15
CITY GARAGE				
AMERWELD	AMERICAN WELDING & GAS, INC	MONTHLY TANK RENTAL/FILL	01-460-000-58999	154.45
VIKING	VIKING ELECTRIC SUPPLY, INC	CONDUIT & CAPS	01-460-000-54999	207.47
VIKING		STRAP	01-460-000-54999	1.70
WISCO	WISCOLIFT, INC	2"X6' SLING	01-460-000-54999	27.19
WISCO		2"X8' SLING	01-460-000-54999	33.07
WISCO		HANDLING	01-460-000-54999	6.95
WISCO		FREIGHT	01-460-000-54999	20.40
TOTAL				451.23
TOTAL CITY GARAGE				451.23
HIGHWAYS - GENERAL				
07887	WALTER HANISKO	SAFETY CLOTHING/HANISKO	01-499-000-56800	34.00
RESLER	TROY RESLER	06/22 WORK BOOT REIMB/RESLER	01-499-000-56800	205.67
TOTAL				239.67
TOTAL HIGHWAYS - GENERAL				239.67
PARK & RECREATION ADMIN				
22800	WALMART	OFFICE SUPPLIES	01-500-000-51950	7.12
22800		KICK OFF TO SUMMER SUPPLIES	01-500-000-52250	24.42
22800		FACE PAINT-KICK OFF TO SUMMER	01-500-000-52250	24.85
TOTAL				56.39
TOTAL PARK & RECREATION ADMIN				56.39

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INVOICES DUE ON/BEFORE 07/05/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
PARKS AND PLAYGROUNDS				
HOBBS	ALLISON HOBBS	WORK BOOT REIMBURSE/HOBBS	01-510-000-56800	62.50
JILOT	ETHAN JILOT	WORK BOOT REIMBURSE/JILOT	01-510-000-56800	67.50
LR STER	LR STERLING ENTERPRISES,LLC	GINGKO TREE -GRAHAM PARK	01-510-000-58450	550.00
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	FILTER WRENCH	01-510-000-51900	8.99
WARNER	WARNER-WEXEL LLC	CLEANING SUPPLIES-PARKS	01-510-000-51850	534.69
TOTAL				1,223.68
TOTAL PARKS AND PLAYGROUNDS				1,223.68
WATER WEED MANAGEMENT				
22800	WALMART	AIRHORNS/HARVESTERS	01-560-000-51400	25.90
22800		OFFICE SUPPLIES	01-560-000-54999	18.94
TOTAL				44.84
TOTAL WATER WEED MANAGEMENT				44.84
COMMUNITY & ECONOMIC DEVLPMT				
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	CASE 11X17 COPY PAPER	01-900-000-52800	159.41
TOTAL				159.41
TOTAL COMMUNITY & ECONOMIC DEVLPMT				159.41
TOTAL GENERAL FUND				27,696.20
CAPITAL FUND				
CITY HALL				
CITY HALL EXPENSE				
10750	PREMIER CONCRETE INC	DPW PRKING LOT BREAKER RUN	10-160-000-59100	1,512.71
TOTAL CITY HALL EXPENSE				1,512.71
TOTAL CITY HALL				1,512.71
GENERAL EXPENDITURES				
13133	MARTELL CONSTRUCTION INC	BILLABLE ITEMS	10-199-000-51525	20,562.13
TOTAL				20,562.13
TOTAL GENERAL EXPENDITURES				20,562.13
FIRE DEPARTMENT				
EXPENSE				
PAULCONW	PAUL CONWAY SHIELDS	TURN OUT GEAR	10-250-000-59050	4,733.00
TOTAL EXPENSE				4,733.00

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CITY OF STURGEON BAY  
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INVOICES DUE ON/BEFORE 07/05/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
EXPENSE				
EXPENSE				
TOTAL FIRE DEPARTMENT				4,733.00
ROADWAYS/STREETS				
ROADWAYS/STREETS				
R0000421	WI DEPT OF TRANSPORTATION	HIGHWAY INTERSECTIONS	10-400-000-59095	227,644.29
TOTAL ROADWAYS/STREETS				227,644.29
TOTAL ROADWAYS/STREETS				227,644.29
CURB/GUTTER/SIDEWALK				
EXPENSE				
13133	MARTELL CONSTRUCTION INC	ASSESSMENTS	10-440-000-59105	42,958.80
13133		CITY COST	10-440-000-59102	41,109.76
GB HIGH	GREEN BAY HIGHWAY PRODUCTS LLC	4 INLET PROTECTION BAGS TYPE D	10-440-000-59102	180.16
TOTAL EXPENSE				84,248.72
TOTAL CURB/GUTTER/SIDEWALK				84,248.72
PARKS AND PLAYGROUNDS				
PARKS AND PLAYGROUNDS				
06580	FOTH AND VAN DYKE	PROF SVC FOR BRADLEY LAKE	10-510-000-59025	51,624.48
12100	LAMPERT YARDS INC	TREATED LUMBER	10-510-000-59075	161.96
TOTAL PARKS AND PLAYGROUNDS				51,786.44
TOTAL PARKS AND PLAYGROUNDS				51,786.44
TOTAL CAPITAL FUND				390,487.29
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
B&H	B&H PHOTO-VIDEO	WIRELESS MIC/CAM ACCESSORIES	21-000-000-59070	644.28
MANN	MANN COMMUNICATIONS, LLC	07.05.22 CONTRACT	21-000-000-55015	5,361.25
TOTAL CABLE TV / GENERAL				6,005.53
TOTAL CABLE TV / GENERAL				6,005.53
TOTAL CABLE TV				6,005.53
TOTAL ALL FUNDS				424,189.02

**MANUAL CHECKS**

SPECTRUM	\$141.95
06/19/22	
Check # 90402	
05/22 Cable Statement Charges	
01-160-000-58999	
SECURIAN FINANCIAL GROUP	\$5,134.89
06/19/22	
Check # 90403	
06/22 & 07/22 Life Insurance	
01-600-000-50552	
SUPERIOR VISION INSURANCE	\$936.79
06/19/2022	
Check # 90404	
7/22 Vision Insurance	
01-000-000-21540	
STURGEON BAY SCHOOL DISTRICT	\$4,141.22
06/21/2022	
Check # 90406	
05/22 Mobile Home Tax Payment	
01-000-000-41300	
<b>TOTAL MANUAL CHECKS</b>	<b>\$10,354.85</b>



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CITY OF STURGEON BAY  
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INVOICES DUE ON/BEFORE 07/05/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
SUMMARY OF FUNDS:				
GENERAL FUND			<del>27,496.20</del>	38,051.05
CAPITAL FUND			390,487.29	
CABLE TV			6,005.53	
TOTAL --- ALL FUNDS			<del>424,189.02</del>	434,543.87

Helen Bacon June 28<sup>th</sup> 2022  
Jeth Wimmering 6/28/22  
Jan W. 6/28/22

COMMON COUNCIL  
June 21, 2022

A meeting of the Common Council was called to order at 6:00 p.m. by Mayor Ward. The Pledge of Allegiance was recited. Roll call: Bacon, Statz, Gustafson, Nault, Wiederanders and Reeths were present. Williams was excused.

Nault/Gustafson to adopt the amended agenda. Carried.

Laurel Hauser presented a granary update to the Council.

The following spoke during public comment: Chris Kellems, 120 Alabama Street.

Bacon/Wiederanders to approve following bills: General Fund - \$340,054.38, Capital Fund - \$31,294.55, TID #4 District -\$2,019.00, TID #6 District -874.50, TID #7 District - \$ 7,322.00, Solid Waste Enterprise Fund - \$20,475.90 and Compost Site Enterprise Fund - \$220.97 for a grand total of \$402,261.30. Roll call: All voted aye. Carried.

Reeths/Statz to approve consent agenda:

- a. Approval of 6/7/22 regular Common Council minutes.
- b. Approval of the following minutes:
  - (1) Community Protection & Services Committee – 5/5/22
  - (2) Aesthetic Design & Site Plan Review Board – 05/23/22
  - (3) Joint Parks & Recreation Committee/Board – 05/25/22
  - (4) Finance/Purchasing & Building Committee – 5/31/22
  - (5) City Plan Commission- 6/1/22
  - (6) Board of Public Works – 6/7/22
  - (7) Board of Review – 6/8/22
  - (8) Waterfront Redevelopment Authority – 06/8/22
  - (9) Ad Hoc NERR Committee – 6/10/22
- c. Place the following report on file:
  - (1) Police Department Report- May 2022
  - (2) Bank Reconciliation- May 2022
  - (3) Revenue & Expense Report – May 2022
- d. Consideration of: Approval of Beverage Operator licenses.
- e. Consideration of: Approval Temporary Class B Beer licenses.
- f. Consideration of: Approval of Renewal of Class B Combination license for Butch's II, LLC, 234 Kentucky Street (formerly dba Nautical Inn) contingent upon violations found during inspection being corrected.
- g. Consideration of: Approval of Annual "Class B" Combination licenses, "Class B" Beer licenses, "Class A" Combination license, "Class C" Wine licenses.
- h. Consideration of: Approval of Sidewalk Café Permit for Blue Front Café.
- i. Consideration of: Approval of Sidewalk Café Permit for Kick Coffee.
- j. Consideration of: Street Closure Application for Destination Sturgeon Bay for Harmony by the Bay.
- k. Consideration of: Street Closure Application for Door County Triathlon.
- l. Waterfront Redevelopment Authority recommendation re: That ownership of the vacant parcel located at the northwest corner of S. Madison Ave and W. Pine St. be transferred from the Waterfront Redevelopment Authority to the City of Sturgeon Bay.
- m. Board of Public Works recommendation re: Accept public hearing results and direct staff to prepare resolution to levy special assessment upon property for curbing installation along Alley W14 for benefits conferred upon such property.
- n. Board of Public Works recommendation re: Accept public hearing results and direct staff to prepare resolution to levy special assessment upon property for curbing installation along N. 14<sup>th</sup> Ave. and Rhode Island St. for benefits conferred upon such property.

Carried.

There were no mayoral appointments.

City Administrator Van Lieshout provided a brief background, explaining the project bids for shoreline restoration at Bradley Lake were considerably higher than the City's budget of \$400,000. Staff negotiated with the low bidder, Michaels Construction to reduce the scope of the project to fit the City's budget. The reduced project would consist of 400-500 ft of shoreline restoration but the work would be completed underwater therefore unnoticed. Shefchik noted the City paid consultants for planning, grants and grant reallocation, in addition to staff time to pursue grants that are not available because the lake is not contaminated. The project is aesthetic, the consultant appears to have misled the City. This proposed project will not accomplish this. Discussion was held regarding the project bid options and the goals for Bradley Lake. It was the consensus of the Council to re-evaluate the direction of the project and set aside the \$400,000 in budget line 10-510-000-59025 for now. Reeth/Nault to reject all bids. Carried. Gustafson/Statz to direct Finance Director to set aside budget line item 10-510-000-59025 for future expenses. Carried. Bacon/Gustafson to direct Staff to organize study group to formulate the next steps for Bradley Lake designating City Administrator Van Lieshout as group organizer. Carried. Gustafson also requested community involvement.

#### RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the development agreement with DuQuaine Development as presented.

Finance/Purchasing & Building  
By: Helen Bacon, Chr.

Introduced by Olejniczak. Bacon/ Statz to approve. Carried.

#### RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the development agreement with Premier SB Duluth Avenue, LLC as presented.

Finance/Purchasing & Building  
By: Helen Bacon, Chr.

Introduced by Olejniczak. Nault/Gustafson to approve. Carried.

City Administrator VanLieshout gave his report.

Mayor Ward gave his report.

Wiederanders/Nault to adjourn. Carried. The meeting adjourned at 6:58 p.m.

Respectfully submitted,



Tricia Metzger  
Office Assistant II

**Zoning Board of Appeals  
June 14, 2022**

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

**Roll call:** Members William Murrock, Nancy Schopf, Morgan Rusnak, Bill Chadoir and Dave Augustson were present. Staff present were Community Development Director Marty Olejniczak, Planner/Zoning Administrator Christopher Sullivan-Robinson and Community Development Administrative Assistant Cindy Sommer.

**Adoption of agenda:** Moved by Ms. Schopf, seconded by Mr. Chadoir to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from April 26, 2022.
4. Public Hearing: Variance from Sections 20.29 and 20.27 of the municipal code for Thomas Thomas located at 55 N. 8<sup>th</sup> Avenue, parcel #281-34-18001100.
5. Consideration of: Variance from Sections 20.29 and 20.27 of the municipal code for Thomas Thomas located at 55 N. 8<sup>th</sup> Avenue, parcel #281-34-18001100
6. Public Hearing: Variance from Section 20.31 of the municipal code for Door County YMCA located at 1900 Michigan Street, parcel #281-46-60001002A.
7. Consideration of: Variance from Section 20.31 of the municipal code for Door County YMCA located at 1900 Michigan Street, parcel #281-46-60001002A.
8. Public Hearing: Variance from Section 20.29 of the municipal code for Richard and Barbara Nelson located at 78 W. Maple Street, parcel #281-12-10070901.
9. Consideration of: Variance from Section 20.29 of the municipal code for Richard and Barbara Nelson located at 78 W. Maple Street, parcel #281-12-10070901.

Adjourn.

All ayes. Carried.

**Approval of minutes from April 26, 2022:** Moved by Ms. Schopf, seconded by Mr. Augustson to approve the minutes of April 26, 2022. All ayes. Motion carried.

**Public hearing: Variance from Sections 20.29 and 20.27 of the municipal code for Thomas Thomas located at 55 N. 8<sup>th</sup> Avenue, parcel #281-34-18001100:** Chairperson Murrock opened the public hearing at 12:03 p.m.

Mr. Sullivan-Robinson introduced the item for public hearing. Mr. Thomas Thomas is planning to replace his existing garage located at 55 N. 8<sup>th</sup> Avenue, which involves tearing down or removing the old structure and replacing it with a 30'x24'x19.25' garage. To construct the garage as shown in the plans, a setback variance would be needed from 8<sup>th</sup> Avenue, the rear property line, and the side yard line. The lot dimensions are 50'x160', which is non-conforming by code for lot width. When combined with multiple street frontages, the setback from the street becomes burdensome; substantially limiting the buildable area. The proposed garage will not be any closer than the house is to the street. There is also an existing retaining wall with a substantial grade change, which limits the buildable area. The current garage does not conform and encroaches on the adjacent property, while the proposed garage would provide separation and ultimately eliminate the encroachment. Staff does not have any concerns; the proposed building matches the neighborhood.

Applicant Thomas Thomas of 55 N. 8<sup>th</sup> Avenue, Sturgeon Bay explained that he currently has a one-car garage. He would like to remove the existing garage and build a 30'x24' two-car garage. He indicated that they have two cars and are unable to park both vehicles on the lot in the winter and are using a storage unit for the second car. Building a new garage would remove the existing encroachment on the south lot

line. He also has an existing retaining wall that is 4-5 stones high and is about 40 feet long, which would be costly and difficult to move. He proposes to remove the existing garage and concrete slab and build further to the north.

Mr. Murrock questioned whether it was possible to build a new garage that complies with the existing standards. Mr. Thomas explains that he does not believe he can without great hardship. He further explains that his hardship involves the inability to park two vehicles on his property.

Mr. Chaudoir questioned why he proposes to build a taller structure. Mr. Thomas explains that they have a need for more storage for patio furniture and consolidation of two previous homes on a small lot.

Ms. Beth Chisholm of 51 N. 8<sup>th</sup> Avenue, who is the property owner to the south, explained that Mr. Thomas has been very open and forthcoming with his building plan and she does not oppose the plan.

Mr. Scott Schoeneman of 54 N. 8<sup>th</sup> Avenue, who lives across the street, is in support of Mr. Thomas' proposed plan. He explains there is enough room from the garage across the alley for entering and exiting Mr. Thomas' property safely.

Mr. Olejniczak explained that the existing code only allows for about 20 feet of buildable width on the property. There is no attached garage and the proposed building is 24'x30'. He understands why the property owners are proposing the taller building.

Mr. Thomas further explained that he has someone interested in moving the existing garage so no demolition of the existing building would be needed. He feels his proposal is an attractive building that fits with the neighborhood and he is requesting approval of the variances.

The public hearing was declared closed at 12:20 p.m.

**Consideration of: Variance from Sections 20.29 and 20.27 of the municipal code for Thomas Thomas located at 55 N. 8<sup>th</sup> Avenue, parcel #281-34-18001100.**

The members discussed the proposed variance. Moved by Mr. Chaudoir to approve the variance from Sections 20.29(1)(b)(4) and 20.27(2) as presented. He reasons that this is a unique lot situation, the proposal would eliminate the current encroachment over the property line and the building is appropriate for the neighborhood. Ms. Rusnak seconded with the same reasons, also adding that repurposing the existing garage is a good idea and the existing retaining wall would be very difficult to move. Roll call vote, all ayes, motion carried.

**Public Hearing: Variance from Section 20.31 of the municipal code for Door County YMCA located at 1900 Michigan Street, parcel #281-46-60001002A.** Chairperson William Murrock opened the public hearing at 12:24 p.m.

Mr. Sullivan-Robinson introduced the item for public hearing. The YMCA located at 1900 Michigan Street is proposing to build a 16,300 square foot addition to their existing facility for programs, etc. Section 20.31 of the zoning code regulates off-street parking. This ordinance requires that 50 new parking spaces be added. The YMCA is requesting a variance from adding any new spaces. There is not a lot of public parking available in the area and parking is restricted on their portion of Michigan Street. The YMCA received a variance in 2000 from the parking quantity rules, which reduced the required 117 spaces to 67 spaces for the swimming pool additional to the facility. The YMCA is not listed as a specific use in the zoning code, so section 20.31(2)(b) was used over the general standard, which was calculated at 50 additional parking spaces. City staff is not against the request, however the applicant would need to prove a hardship.

Mr. Murrock questioned the reasoning behind the variance that was granted in 2000. Mr. Sullivan-Robinson explained that the YMCA provided information from other facilities throughout the nation that showed the lack of need for additional parking. The YMCA currently has 223 parking spaces. Mr. Olejniczak explained that staff used the parking ratio for their current building as approved by the prior variance and applied it to

the proposed addition to calculate the required spaces.

Eric Bauman, manager of The Boldt Company, and Heidi Erickson, CEO of the YMCA, explained that the existing lot is more than adequate for their parking needs. The proposed addition increases the area by about 20% in size, which will add administration, wellness and activities areas. Their current parking averages about 40-60% capacity during non-peak times, but does increase to about 60-90% during peak morning times. This is no more than about 2 hours from 8:00-10:00 a.m. one or two days per week when multiple programs are running simultaneously.

Ms. Schopf questioned whether the lots are ever at full capacity. Ms. Erickson explained that pre-Covid, they would be beyond capacity for swim meets, but since Covid the meets are run differently to reduce parking demand. They would normally have a maximum of six swim meets per year.

Mr. Murrock questioned the purpose of the addition and Ms. Erickson explained that they will add a wellness center, a kitchen area for meal preparation and a youth activity center. There will be no anticipated staff increases and no need for extra parking. The youth activity center is generally just a pick-up and drop-off. The current wellness area will be changed to a community room and group exercise class area. The addition will allow them to shift some class times and have less overlap.

Mr. Chaudoir questioned the cost of adding the required additional parking spaces. Ms. Erickson explained that the last estimate was some time ago, but the estimate was about \$265,000 to redo the current lot to add more spaces. Mr. Chaudoir asked whether some spaces could be added now and some later if needed. Ms. Erickson explained that they do not want to incur expenses more than once so adding twice is not a viable option.

Ms. Schopf asked if they have ever had any parking complaints. Ms. Erickson indicated they have not and the neighbors she's talked to have all been in favor of their plan.

Mr. Bauman further explained that, if the variance is not granted, they would revamp the current parking lot by reducing the green space, but they feel the current parking is adequate and they do not want to add parking unless it's required. There are no spots lost to snow removal or pile-up in the winter.

Mr. Murrock questioned the 10-20 year projection for the YMCA. Ms. Erickson explained that the last addition was done 22 years ago. This addition has been planned since about 2018, but was paused due to the pandemic. She predicts they will be serving the community for generations to come and she anticipates they will not likely have another substantial addition in the next 20 years.

Mr. Murrock expressed concerns about the parking during swim meets with children crossing a potentially dangerous Michigan Street and questioned how they would add parking if the variance request is not approved. Mr. Bauman explained it would be a reconfiguration of the existing lot with no new square footage, just a more efficient flow. He did stress that if safety concerns arise, then added parking would be done. The only other way to add more parking would be to go northward into the park, which would affect storm water and therefore become a more substantial and costly project, but that is not in their plan.

Peter Shewood of 1800 Kentucky Street spoke in favor of the variance request but didn't want the YMCA to build parking northward into the park. He feels that could have a negative impact on the people living nearby, especially due to lighting. He also questioned whether stop signs at the entrance and exit of the existing lot might make for safer access.

Jim Karwowski of 1837 Kentucky Street explained that he understands why the YMCA is requesting a variance. He has never noticed an issue with parking and as member of the YMCA, he believes the current parking lot is underused.

There was one letter read in favor of the variance by Roger Utnehmer, an adjacent property owner, see attached.



No one spoke in opposition of the variance request and there was no correspondence in opposition.

Mr. Bauman clarified the potential options for increasing parking, listing them in order of preference as; 1) not add any parking; 2) reconfigure the existing parking lot with an alternate layout; 3) look into expanding into Peterson Park, which would alter walking trails and increase lighting, but this is currently not in any of their plans.

Mr. Augustson questioned the use for the additional outdoor space and if there are any plans for a music venue. Ms. Erickson explained it is to be used as an education space and there are no plans for it to be used as a music venue. Mr. Augustson also asked Ms. Erickson if the existing parking lot is big enough and she explained that 80-85% of the time there is plenty of parking.

Mr. Chaudoir questioned if they have anything in writing from Door County Medical Center regarding use of their lots for overflow parking. Ms. Erickson indicated there is not, however she is willing to explore options with surrounding property owners/businesses to see if they are open to allowing use of other lots for overflow parking in times of large demand.

The public hearing was declared closed at 1:01 p.m.

**Consideration of: Variance from Section 20.31 of the municipal code for Door County YMCA located at 1900 Michigan Street, parcel #281-46-60001002A.**

The members discussed the viability of a temporary variance for a period of 2-3 years to allow the addition to proceed and the YMCA to evaluate their parking needs for future use. This would also allow the YMCA to approach surrounding businesses/property owners to come up with a formal plan for the YMCA to use parking lots for overflow parking for large events.

Ms. Rusnak moved to approve the variance request through December of 2025, subject to obtaining a formal agreement with other property owner(s) for overflow parking, then they would come back and request a permanent variance. Seconded by Mr. Chaudoir. Roll call vote, all ayes. Motion carried.

**Public Hearing: Variance from Section 20.29 of the municipal code for Richard and Barbara Nelson located at 78 W. Maple Street, parcel #281-12-10070901.** Chairperson William Murrock opened the public hearing at 1:14 p.m.

Mr. Sullivan-Robinson introduced the item for public hearing. In approximately November of 2011, Richard Nelson was approved to construct an accessory building that would encroach the street yard setback to 15' from the edge of the right-of-way. They began construction, laid forms and were ready to pour concrete when staff came on site and measured the setback, which measured at 13.5' rather than the required 15'. This measurement was field verified by Mr. Sullivan-Robinson and Building Inspector Brett Temme. The new building as measured would be perfectly in line with the garage to the west. The previous information is included in today's packet, including the CSM, site plan, as well as the new addendum and the applicant's written reasoning.

Mr. Rick Nelson of 78 W. Maple explained that he requested and was granted the variance in October of last year. He subsequently rented a skid-steer, hauled in a substantial amount of gravel and laid his forms. He admitted that if construction had continued and concrete had been poured, he would be in violation of the approved variance. He quoted the old adage: "measure twice, cut once," and fully admitted that this was an error on his part and he measured incorrectly. He apologized for his mistake and indicated it was not intentional, however there has been substantial cost and work already invested and he claimed a hardship involving his costs and efforts to remove the forms, gravel and rebar, the rental of another skid-steer and either relocating or reducing the size of his proposed building. He pointed out that he has a unique property where Locust Street is listed as a street but is used essentially as an alley and if it were an alley, he would not need the setback at all. He indicated this does affect the public interest because his proposed building is actually set back further than other buildings on the same street and it is unlikely that Locust Street will ever be widened and used as anything more than an alley. He indicated that the Bluefront Café

and the neighbor across the street are in favor of the variance, but he didn't have any writings or people to speak to that effect. He again apologized and requested that the new variance of 13.5' be approved so he can move ahead with construction.

No one else spoke during the hearing and there were no letters regarding the variance.

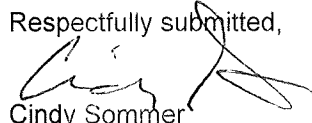
The public hearing was declared closed at 1:27 p.m.

**Consideration of: Variance from Section 20.29 of the municipal code for Richard and Barbara Nelson located at 78 W. Maple Street, parcel #281-12-10070901.**

Moved by Ms. Schopf and seconded by Mr. Chaudoir to approve the variance at 13.5' with the reasoning that it is no closer to the alley than the neighboring buildings and it will blend in with the other buildings nearby. Roll call vote, all ayes. Motion carried.

Moved by Mr. Chaudoir, seconded by Ms. Schopf to adjourn. All ayes. Motion carried. The meeting adjourned at 1:29 p.m.

Respectfully submitted,



Cindy Sommer  
Community Development  
Administrative Assistant.

**FINANCE/PURCHASING & BUILDING COMMITTEE****June 14, 2022**

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:00 pm by Chairperson Bacon in the Council Chambers, City Hall. Roll call: Alderpersons Bacon and Wiederanders were present Alderperson Williams was excused. Also present: City Administrator Van Lieshout, City Treasurer/Finance Director Clarizio, Community Development Director Olejniczak and Office Accounting Assistant II Metzger.

A motion was made by Alderperson Wiederanders, seconded by Alderperson Bacon 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: Lease Amendment Sturgeon Bay Yacht Club/Sail Training Foundation.
5. Consideration of: Development Agreement for Duquaine Development.
6. Consideration of: Development Agreement for Premier SB Duluth Avenue, LLC.
7. Review bills.
8. Adjourn.

Carried.

No one spoke during public comment on agenda items and other issues related to finance & purchasing.

Consideration of: Lease Amendment Sturgeon Bay Yacht Club/Sail Training Foundation

City Administrator Van Lieshout stated the Sturgeon Bay Yacht Club (SBYC) and Sail Training Foundation (STF) had a change in roles. The Sail Training Foundation is now the owner of the property located at 600 Nautical Drive. The Yacht Club is renting from the Sailing Training Foundation. They are requesting the lease with the City reflect the change of ownership.

Moved by Alderperson Wiederanders, seconded by Alderperson Bacon to recommend to Common Council to approve the lease amendment with the Sturgeon Bay Yacht Club/Sail Training Foundation as presented. Carried.

Consideration of: Development Agreement for Duquaine Development:

Community Development Director Olejniczak explained the Finance Committee and Common Council approved \$750,000 in financial assistance for a proposed housing development with Duquaine Development. The assistance will consist of \$475,000 in affordable housing TIF funds that are being made available from the one-year extension of TID #1 and \$275,000 in American Rescue Plan Act funds. The development agreement presented outlines the specifics of the financial assistance, and obligations of the developer and City.

Moved by Alderperson Bacon, seconded by Alderperson Wiederanders to recommend to Common Council to approve the development agreement for Duquaine Development as presented. Carried.

Consideration of: Development Agreement for Cherry Tree Terrace/Apple Tree Terrace:

Community Development Director Olejniczak stated for this proposed development project, the Common Council approved financial assistance in the form of a developer -financed TIF loan (TID #7) in the amount of \$1.5 million. The development agreement presented outlines the specifics of the financial assistance. The agreement requires several obligations of the developer, including minimum assessed value, milestones

for the completion and a provision requiring the developer to dedicate the northerly access driveway to the City as a public street if requested by the City.

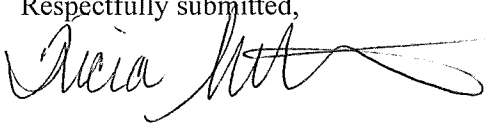
Moved by Alderperson Wiederanders, seconded by Alderperson Bacon to recommend to Common Council to approve the development agreement for Premier SB Duluth Avenue, LLC as presented. Carried.

Review bills

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

Moved by Alderperson Bacon, seconded by Alderperson Wiederanders to adjourn. Carried. The meeting 4:15pm.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tricia Metzer", with a stylized flourish extending to the right.

Tricia Metzer

**Industrial Park Development Review Team**

Wednesday, June 16, 2022

A meeting of the Industrial Park Development Review Team was called to order at 12:02 p.m. by Team Member William Murrock in the Council Chambers, City Hall, 421 Michigan Street.

**Roll call:** Members Sandy Hurley, and William Murrock were present. Staff present were Planner/Zoning Administrator Christopher Sullivan-Robinson, Community Development Director Marty Olejniczak, and Community Development Administrative Assistant Cindy Sommer.

**Adoption of Agenda:** Moved by Ms. Hurley, seconded by Mr. Murrock to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Consideration of: 20,000 square foot building for Therma-Tron-X, Inc., located at 1155 S. Neenah Avenue, parcel #281-64-65000111A.
4. Consideration of: Housekeeping and maintenance of properties in the Industrial Park.
5. Adjourn.

All ayes. Motion carried.

**Consideration of: 20,000 square foot building for Therma-Tron-X, Inc., located at 1155 S. Neenah Avenue, parcel #281-64-65000111A.** Colin Meisel of Ruekert-Mielke, Inc., 1400 Lombardi Avenue, Green Bay, WI, presented the proposed 20,000 square foot building for Therma-Tron-X located at 1155 S. Neenah Avenue. He explained it will have a loading dock facing east towards Neenah Avenue with additional parking on the side. The building will be used for storage but later converted to manufacturing with future expansions. The building meets the setback, green space and storm water management requirements. The building will have gravel on the fire lane on the south side around the back and link into the existing parking lot. The addition will take up the space of a current 60 space parking lot but will add back 30 spaces. There will be no change to the curb cut. A color depiction of the building was presented and Mr. Meisel explained that the blue color is slightly different than their existing buildings because the previous color was discontinued. The south side of the building will be blue metal siding and will be a removable wall allowing for future expansion. The veneer on the east will be gray split face block 4 feet up from the bottom, and the roof will be a white/silver color to match, which are both the same as their existing building. The landscape plan showing trees along Neenah Avenue will not be done due to overhead power lines. Those trees will be relocated or other, smaller, native species may be substituted. They worked with a forester to choose appropriate tree species. They will also be placing large trees in the area to the south that slopes to the Ahnapee Trail.

Mr. Sullivan-Robinson questioned whether the metal fasteners would be concealed. Mr. Meisel explained that the current plan is to have exposed but painted fasteners to match the metal siding. Mr. Sullivan-Robinson will check into the current code to make sure that is an appropriate use.

There will be outside, downward facing lighting above the doors. A new fire number will be assigned to the building for emergency management purposes. The planting bed shown on the drawing on the south side of the building is probably not going to happen.

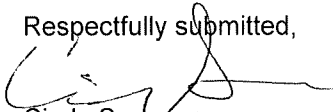
Ms. Hurley made a motion to approve the site plan and proposed building design addition on South Neenah Avenue for Therma-Tron-X with a condition that the lighting be recessed and subject to final approval of a storm water management plan. Mr. Murrock seconded motion. Roll call vote. All ayes. Motion carried.

**Consideration of: Housekeeping and maintenance of properties in the Industrial Park.** Ms. Hurley brought up that there are standards which need to be maintained and the members need to periodically check to be sure the standards are being upheld. S&R Trucking has a fence that has not been properly maintained over several years. Mr. Sullivan-Robinson indicated that he referred this issue to the police department because he has not gotten voluntary compliance from the property owner. Miller Trucking also

has a fence in disrepair and Mr. Sullivan-Robinson also referred that to the police department. The members used to do a periodic "tour" of the area but that hasn't been done for several years. Mr. Olejniczak and Mr. Sullivan-Robinson will ask Michelle Lawrie, the new Executive Director for Door County Economic Development Corp, if she would be interested in doing a tour or meet and greet to build relationships with the Industrial Park companies and explain the standards with the hope that this might improve compliance and the desire to keep the Industrial Park looking nice. They will report back at a later meeting on their progress.

**Adjourn.** Moved by Ms. Hurley, seconded Mr. Murrock to adjourn. Motion carried. Meeting adjourned at 12:35 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Cindy Sommer', with a stylized flourish extending to the right.

Cindy Sommer  
Community Development  
Administrative Assistant.





Kalin Montevideo  
Assistant Fire Chief

## CITY of STURGEON BAY FIRE DEPARTMENT

421 Michigan St  
Sturgeon Bay, WI 54235

920-746-2916 Station 920-746-2448 Office  
Email: kmontevideo@sturgeonbaywi.org

### STURGEON BAY FIRE DEPARTMENT APRIL 2022 FIRE REPORT

APRIL INCIDENTS: 130  
2022 TOTAL INCIDENTS: 547

#### INCIDENTS BY JURISDICTION:

#### AVERAGE RESPONSE TIME:

CITY - East Side: 87 Year to Date: 343 EMERGENT: 4.14 Minutes NON-EMERGENT: 4.41 Minutes  
75 – Medical Incident 02 – Gas Leak 01 – Arcing, Shorted Electrical Equip  
01 – Public Service Assistance 01 – Hazmat Incident 04 – Alarm/Detector Activation, No Fire  
01 – Smoke/Odor Removal 01 – Sprinkler Activation, No Fire 01 – Assist Law Enforcement/Govmt Agency

CITY - West Side: 30 Year to Date: 146 EMERGENT: 3.35 Minutes NON-EMERGENT: 4.35 Minutes  
24 – Medical Incident 01 – Gas Leak 01 – Carbon Monoxide Incident  
01 – Breakdown of Light Ballast 01 – Smoke Scare/Odor of Smoke 01 – Alarm/Detector Activation, No Fire  
01 – Industrial Equipment Fire

Town of Sevastopol: 06 Year to Date: 17 EMERGENT: 8.08 Minutes NON-EMERGENT: N/A  
02 – Structure Fire 02 – Vehicle Accident 02 – Alarm/Detector Activation, No Fire

Town of Sturgeon Bay: 06 Year to Date: 27 EMERGENT: 8.59 Minutes NON-EMERGENT: 8.58 Minutes  
04 – Medical Incident 01 – Authorized/Controlled Burning 02 – Alarm/Detector Activation, No Fire

#### MUTUAL AID/MABAS INCIDENTS

Brussels, Union, Gardner: 01 Year to Date: 07  
01 – Structure Fire

Southern Door: 0 Year to Date: 04

Jacksonport: 0 Year to Date: 03

#### INSPECTION REPORT:

	<u>Regular Inspections</u>	<u>Re Inspections</u>	<u>Occupancy Inspections</u>	<u>Hours</u>
Inspections – City of Sturgeon Bay:	<u>58</u>	<u>13</u>	<u>0</u>	<u>91.52</u>
Inspections – Town of Sevastopol:	<u>15</u>	<u>02</u>	<u>0</u>	<u>9.57</u>
Inspections – Town of Sturgeon Bay:	<u>03</u>	<u>0</u>	<u>0</u>	<u>2.63</u>
Inspections – Town of Jacksonport:	<u>23</u>	<u>0</u>	<u>0</u>	<u>11.45</u>

Sevastopol Burn Permit:

Permits Issued for Month: 01

Year to Date Permits Issued: 20

## **SPECIAL REPORTS, TRAINING, AND MAINTENANCE**

### **MAINTENANCE:**

Firefighters conducted maintenance and repairs on SCBA units; replaced a door handle on Trk 724; prepared a shipboard firefighting job box with equipment; replaced rear shocks on Ch 701; flushed apparatus floor pits at eastside station; diagnosed battery draw on SB Police squad; inventoried trucks and took Marine 731 out of storage and readied for service: loaded gear, changed the oil, replaced the rear latch lifting struts and installed wifi.

### **TRAINING:**

287.1 hours of training were conducted in April. Firefighters trained with driver/operator procedures; Apex workplace safety online training; Shipboard firefighting procedures and operations; software/record management system research; MABAS procedures; grass fire equipment and operations; rope/knot/rigging class presented by Rick James with Apex Safety; Lt Austad, Lt Wiegand and Lt Jorns attended a 2-day mental health awareness training held at the ADRC and Chief Dietman & AC Montevideo attended a 3-day Shipboard firefighting Symposium involving US Coast Guard, multiple Fire Chiefs along the Great Lakes, members of State Fire Marshal's Office; representatives from shipping lines and staff from Bay Shipbuilding.

### **OTHER:**

Fire Chief and AC attended City and other Town meetings and installed three car seats. On-duty firefighters gave station tours and AC Montevideo certified members of Meisner Landscape and M/V Block & M/V Sykes in CPR.



Kalin Montevideo  
Assistant Fire Chief

## CITY of STURGEON BAY FIRE DEPARTMENT

421 Michigan St  
Sturgeon Bay, WI 54235

920-746-2916 Station 920-746-2448 Office  
Email: kmontevideo@sturgeonbaywi.org

### STURGEON BAY FIRE DEPARTMENT MAY 2022 FIRE REPORT

MAY INCIDENTS: 158  
2022 TOTAL INCIDENTS: 705

#### INCIDENTS BY JURISTICTIION:

#### AVERAGE RESPONSE TIME:

**CITY - East Side:** 109 Year to Date: 452 EMERGENT: 4.13 Minutes NON-EMERGENT: 5.11 Minutes  
 87 – Medical Incident 01 – Gas Leak 01 – No Incident found Upon Arrival  
 01 – Public Service Assistance 02 – Vehicle Accident 08 – Alarm/Detector Activation, No Fire  
 01 – Cooking Fire 02 – Sprinkler Activation, No Fire 02 – Grass/Brush/Outside/ Rubbish Fire  
 01 – Outside Storage Fire 01 – Authorized/Control Burning 01 – Assist Law Enforcement/Govmt Agency  
 01 – Unauthorized Burning

**CITY - West Side:** 37 Year to Date: 183 EMERGENT: 4.05 Minutes NON-EMERGENT: 4.46 Minutes  
 25 – Medical Incident 01 – Camper/RV Fire 01 – Grass/Brush/Outside/ Rubbish Fire  
 01 – Citizen Complaint 01 – Carbon Monoxide Incident 02 – Alarm/Detector Activation, No Fire  
 01 – Industrial Equipment Fire 03 – Vehicle Accident 02 – Assist Law Enforcement/Govmt Agency

**Town of Sevastopol:** 06 Year to Date: 23 EMERGENT: 9.41 Minutes NON-EMERGENT: N/A  
 01 – Vehicle Fire 02 – Vehicle Accident, 01 – Alarm/Detector Activation, No Fire  
 01 – Watercraft Rescue 01 – Grass/Brush/Outside/ Rubbish Fire

**Town of Sturgeon Bay:** 06 Year to Date: 33 EMERGENT: 8.43 Minutes NON-EMERGENT: 9.45 Minutes  
 05 – Medical Incident 01 – Alarm/Detector Activation, No Fire

#### MUTUAL AID/MABAS INCIDENTS

**Brussels, Union, Gardner:** 0 Year to Date: 07  
**Southern Door:** 0 Year to Date: 04  
**Jacksonport:** 0 Year to Date: 03

#### INSPECTION REPORT:

	<u>Regular Inspections</u>	<u>Re Inspections</u>	<u>Occupancy Inspections</u>	<u>Hours</u>
Inspections – City of Sturgeon Bay:	<u>159</u>	<u>24</u>	<u>0</u>	<u>136.57</u>
Inspections – Town of Sevastopol:	<u>06</u>	<u>0</u>	<u>0</u>	<u>3.42</u>
Inspections – Town of Sturgeon Bay:	<u>04</u>	<u>01</u>	<u>0</u>	<u>1.58</u>
Inspections – Town of Jacksonport:	<u>16</u>	<u>01</u>	<u>0</u>	<u>11.16</u>

Sevastopol Burn Permit:

Permits Issued for Month: 12

Year to Date Permits Issued: 32

## **SPECIAL REPORTS, TRAINING, AND MAINTENANCE**

### **MAINTENANCE:**

Firefighters conducted maintenance and repairs on SCBA units; placed a shipboard firefighting job box with equipment at Bay Ship; replaced a master cylinder on Sq 722; cleaned and lubed the waterway on Trk 724; replaced the turbo and foot pedal on T712; changed oil & filter on Ch 701; completed all dock testing for marina fire protection systems; collected and sent in an air sample for our cascade system; emptied the boom trailer and inventoried it; replaced a light switch in the apparatus bay at the westside station; replaced the aerial waterway pressure gauge; set up, cleaned up and hosted the Memorial Day ceremony; repaired the dayroom computer speakers; Engine 706 & 707 had springs replaced at Rennert's and UL conducted annual ladder testing on all ground ladders and Trk 724.

### **TRAINING:**

639.1 hours of training were conducted in May. Firefighters trained with driver/operator procedures; Apex workplace safety online training; Blue Card online command training; trained with new multi-gas detection meters; software/record management system research; live fire training held at the training site; full-time firefighters participated in boom deployment training with US Coast Guard and WI DNR; participated in a 3-day technical rescue training with Apex Safety, this included one day of trench rescue, one day of rope rescue training and one day of confined space training.

### **OTHER:**

Fire Chief and AC attended City and other Town meetings and installed two car seats. On-duty firefighters gave station tours, AC Montevideo certified members of Door County Sheriff's Office in CPR and Chief Dietman, AC Montevideo & on-duty firefighters presented a Learning in Retirement program for NWTC; this program was held at the Training Site and highlighted the site's use and benefits as well as presenting a fire extinguisher presentation and hands-on live fire demo.

**BEVERAGE OPERATOR LICENSES**

1. Berg, Jennelle C.
2. Billings, Janice F.
3. Chamberlain, Dianna E.
4. Chartier, Jeremiah R.
5. Chaudoir, Trina L.
6. Floyd, Paulette M.
7. Glowacki, Ann M.
8. Laxo, Melissa S.
9. Nei, Matthew A.
10. Olson, Laura L.
11. Peterson, Lisa A.
12. Viste, Charlene L.



### SIDEWALK CAFÉ PERMIT APPLICATION

Application for sidewalk café permit must include:

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

Name of applicant:

The Gnoshery / PA5 Fuge

Establishment Name:

The Gnoshery

Address:

23 N. 3rd Ave Sturgeon Bay, WI 54235

Phone/Email:

920-621-4263

sbj@gnomegames.com

☒ Written Request Submitted

☒ Cert of Insurance (additional insured) submitted

☒ Scaled Diagram submitted

☒ Hold Harmless Certificate submitted

☒ Fee Paid \_\_\_\_\_

Date Completed Application Submitted:

6/20/2022

Community Development Approval:

6/21/22 [Signature]

Department of Public Works Approval:

MdB 6/22/22

Date of Common Council Approval:

\_\_\_\_\_

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

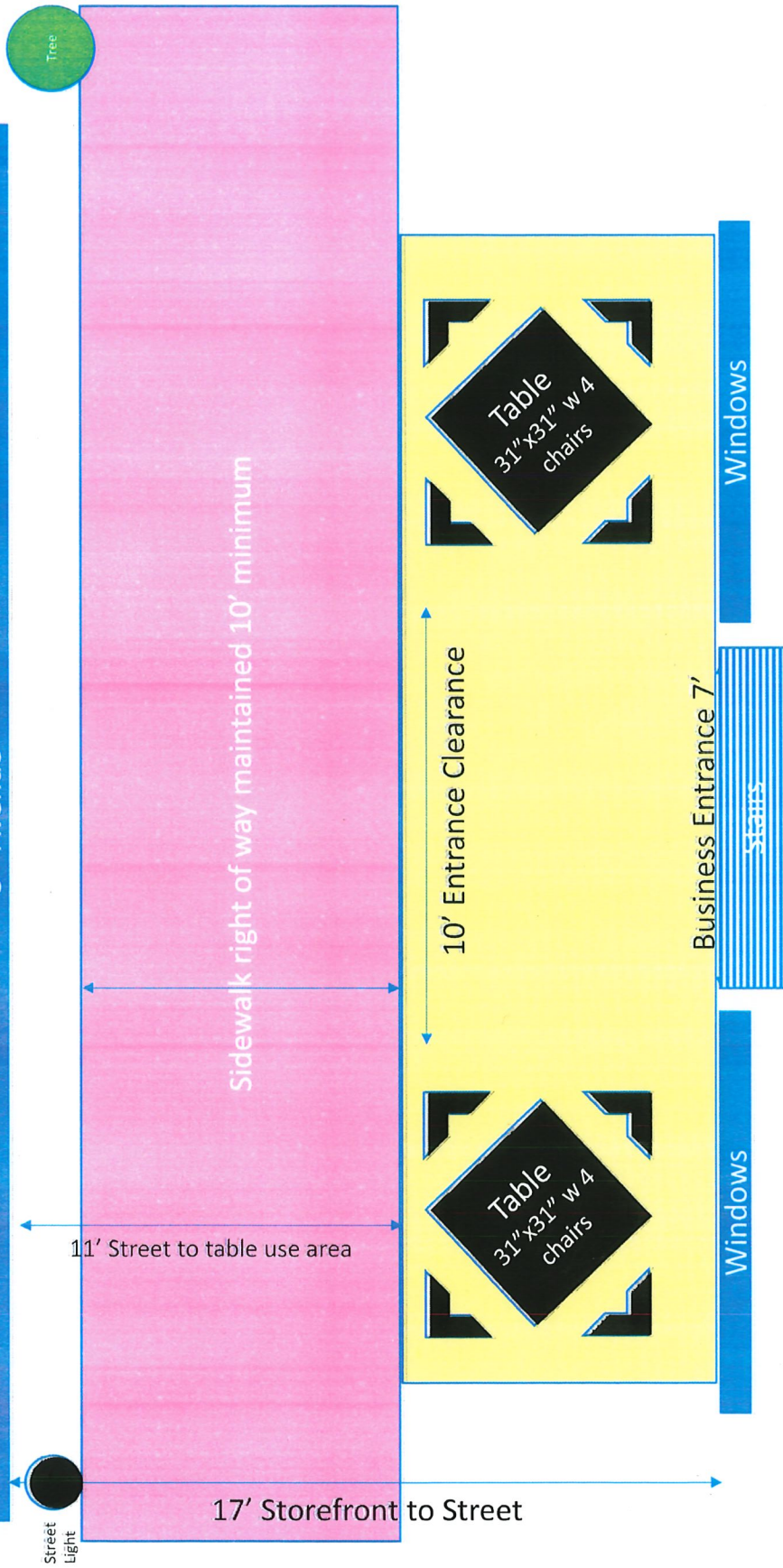
\*See back for "Alcohol Being Served Application Submission Information."

*emailed from Vincent Urban + Walker*



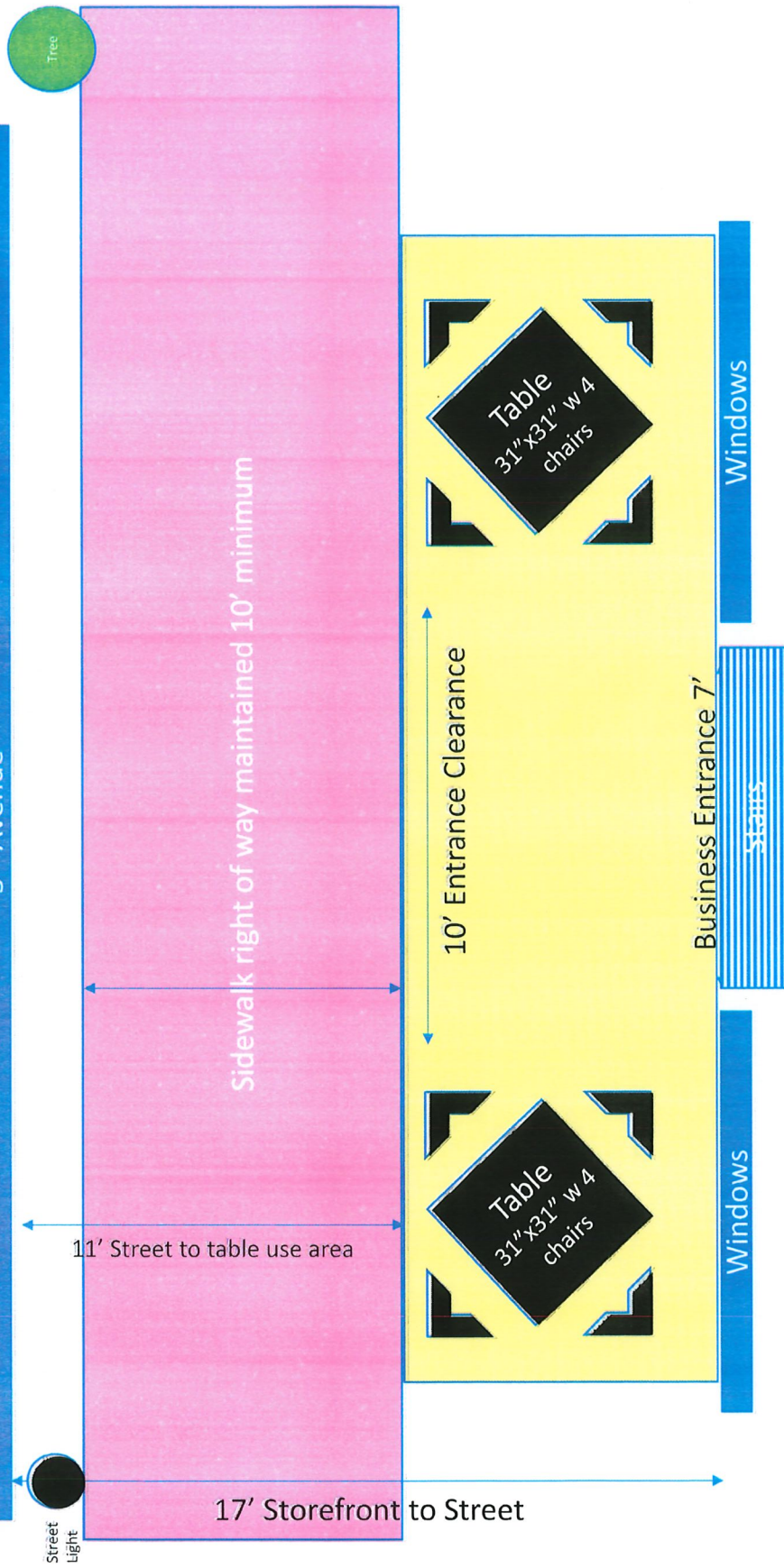
# The Gnoshery Sidewalk Café

23 N 3<sup>rd</sup> Ave Sturgeon Bay, WI  
3<sup>rd</sup> Avenue



# The Gnoshery Sidewalk Café

23 N 3<sup>rd</sup> Ave Sturgeon Bay, WI  
3<sup>rd</sup> Avenue





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Vincent Urban Walker and Associates 300 Dousman St. PO Box 8608 Green Bay WI 54308-8608		<b>CONTACT NAME:</b> Amy Gille <b>PHONE (A/C, No, Ext):</b> (920) 432-7246 <b>E-MAIL ADDRESS:</b> agille@vuw4ins.com <b>FAX (A/C, No):</b> (920) 432-0744	
<b>INSURED</b> Gnome Games, LLC 1683 East Mason Street Green Bay WI 54302		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> West Bend Mutual Ins. Co. NAIC # 15350 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 21/22 GL

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		2040515 08	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER
							E L EACH ACCIDENT \$
							E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Sturgeon Bay is listed as Additional Insured regarding General Liability

## CERTIFICATE HOLDER

## CANCELLATION

City of Sturgeon Bay 421 Michigan Street Sturgeon Bay WI 54235	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
----------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned certifies that he or she is a duly authorized agent of The Groves / Groves Games LLC, and is duly empowered and authorized to execute this hold harmless and indemnification agreement on behalf of the above referenced party.

The undersigned in consideration of being allowed to use City property to Sidewalk Cafe, which shall encroach in the public right-of-way adjacent to property located at 23 N. 3rd Ave; do hereby release, acquit, and forever discharge the City of Sturgeon Bay, its officers, agents, and employees (hereinafter known as City), from any and all actions, causes of action, claims, demands, costs, expenses and compensation related to property damages, personal injury or death arising out of any accident or occurrence while maintaining said encroachment in the public right-of-way. The undersigned further agrees to hold harmless and defend the City from any claims or actions arising from said Sidewalk Cafe use as an encroachment in the public right-of-way.

The undersigned agrees that as a condition of the City approving the use as an encroachment in the public right-of-way, it will maintain usage, and continue to provide a minimum of six foot unobstructed area for public use and passage in said public right-of-way.

Dated this 17th day of June, 2007. 2022

By: [Signature] CEO GROVES GAMES LLC

By: \_\_\_\_\_

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the lease amendment for the Sturgeon Bay Yacht Club/Sail Training Foundation as presented.

Respectfully submitted,  
FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: June 14, 2022

\*\*\*\*\*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.





City of Sturgeon Bay  
421 Michigan Street  
Sturgeon Bay, WI 54235  
jvanlieshout@sturgeonbaywi.org

Joshua J. Van Lieshout  
City Administrator

920-746-6905 (Voice)  
920-746-2905 (Fax)

**Memorandum**

To: Finance Committee  
Mayor and Common Council

From: Josh Van Lieshout, Administrator

Re: Amendment to Sturgeon Bay Yacht Club Lease Agreement

Date: June 9, 2022

---

**Item: Amendment to SBYC Lease Agreement**

**Discussion:** The City and Sturgeon Bay Yacht Club have, for many, many years enjoyed a cooperative lease arrangement for the Yacht Club site and near parking area. For years now the SBYC has partnered with the Sail Training Foundation on programming activities. Eventually the SBYC and STF joined together. As a result, SBYC and STF are now asking the lease with the City to be assigned to STF.

**Options:**

- Approve the assignment as requested.
- Deny the request
- Deny the request and direct staff to take other action

**Recommendation:** Approve the assignment as requested.

## SECOND AMENDMENT TO LEASE

THIS AGREEMENT made by and between the CITY OF STURGEON BAY, Wisconsin, a municipal corporation in Door County, Wisconsin, hereinafter referred to "CITY" and the STURGEON BAY YACHT CLUB SAIL TRAINING FOUNDATION, INC., a Wisconsin non-stock corporation, hereinafter referred to as "STF".

WHEREAS, CITY and STURGEON BAY YACHT CLUB ("CLUB") entered into a Lease Agreement dated September 4, 2001 and an Amendment to Lease dated June 12, 2012 (collectively, the "Lease Agreement") for the premises described on Addendum A in the City of Sturgeon Bay, Wisconsin.

AND WHEREAS, STF acquired the building improvements located on the leased premises from the CLUB pursuant to a corporate reorganization between STF and the CLUB.

NOW, THEREFORE, said Lease Agreement and Amendment shall be amended to reflect that STF is the appropriate tenant of the Lease in place of the CLUB.

NOW THEREFORE, the CITY, CLUB and STF hereby agree to the following amendments to the Lease Agreement:

1. STF shall be substituted for the CLUB as the tenant to the Lease Agreement. STF hereby accepts all terms of the Lease Agreement.
2. The CITY does hereby consent to a sublease of the leased premises by STF to the CLUB. STF will not otherwise assign or sublease its rights and responsibilities under the Lease Agreement or any portion thereof without prior written consent of the CITY in recordable form, consistent with the terms of paragraph 5 of the Lease Agreement.

The CITY, CLUB and STF hereby agree that, except as herein amended, the terms, conditions and provisions of the Lease Agreement shall apply to and govern this Second Amendment to Lease.

CITY OF STURGEON BAY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
David Ward, Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Stephanie Reinhardt, City Clerk

STATE OF WISCONSIN) ) SS  
COUNTY OF DOOR )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2022, the above named David Ward, Mayor, and Stephanie Reinhardt, City Clerk of the above named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me know to be such officers of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority.

STURGEON BAY YACHT CLUB SAIL  
TRAINING FOUNDATION, INC

Dated: \_\_\_\_\_

By: Amy Wagner, Commodore

Dated: \_\_\_\_\_

By: Timothy Graul, Secretary

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF DOOR )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2022, the above named Amy Wagner, Commodore, and Timothy Graul, Secretary of the above named non-stock corporation, to me known to be such Commodore and Secretary of said non-stock corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said non-stock corporation, by its authority.

STURGEON BAY YACHT CLUB

Dated: \_\_\_\_\_

By: Amy Wagner, Commodore

Dated: \_\_\_\_\_

By: Timothy Graul, Secretary





**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 increase the hourly wage range for Community Service Officers to \$17.00 - \$19.00 effective immediately with no budget impact for 2022.

Respectfully submitted,

PERSONNEL COMMITTEE

By: Dan Williams, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: June 30, 2022

\* \* \* \* \*

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

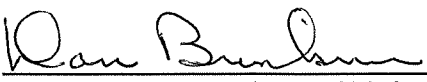
## EXECUTIVE SUMMARY

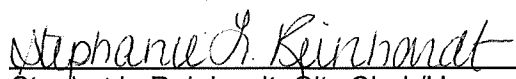
**TITLE:** Increase the starting hourly wage for the Community Service Officer (CSO) Unit in 2022.

**BACKGROUND:** On November 30, 2021, the Personnel Committee recommended a wage increase for seasonal employees. The Community Service Officer (CSO) unit last saw a wage increase in 2020. A CSO's current wage scale is \$12.50 per hour with a .50 increase per hour each year the CSO returned. The average tenure of a CSO before they are hired full time elsewhere is about 12 months. CSO's on a daily basis interact with the public that includes but is not limited to, enforcing code violations that require them to make face to face contact with sometimes unpleasant property owners, assist patrol with traffic control at traffic accidents, working weekends, holidays, and during our festivals and parades, and assisting patrol with locating offenders. CSO's operate a marked car and wear a distinctive uniform. Additionally, CSO's are either graduates of a criminal justice program or enrolled and aspire to be law enforcement professionals.

**FISCAL IMPACT:** FY2022 budgeted amount for the CSO program is \$27,000. The budgeted amount will not increase.

**RECOMMENDATION:** To increase the starting CSO hourly wage to \$17.00 per hour with a .50 increase each year they return.

**PREPARED BY:**   
Dan Brinkman, Assistant Chief of Police

**REVIEWED BY:**   
Stephanie Reinhardt, City Clerk/Human Resources Director

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

**DATE:** December 6, 2021

**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 Officers' Union Wisconsin Professional Police Association/LEER Division Local 449 and the City of Sturgeon Bay for January 1, 2023 through December 31, 2025.

Respectfully submitted,

PERSONNEL COMMITTEE

By: Dan Williams, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: June 30, 2022

\* \* \* \* \*

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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, ~~2020-2023~~ THROUGH DECEMBER 31,  
~~2022~~2025

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## **AGREEMENT AND RECOGNITION**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022\_\_\_\_\_, 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~~ Chief's 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~~the employee's military reserve pay (not to exceed two (2) weeks) and ~~his or her~~the employee's 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~~the employee's Military Reserve pay and ~~his or her~~the employee's regular weekly earnings as above.

An employee who is deputized and is called upon to maintain order, or quell violence, or looting, or assist in relief of persons endangered by floods or other disasters, or riots or other acts of a rebellious nature, shall receive the difference between ~~his or her~~the employee's 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-eight (18)~~ day-hours of sick leave for each calendar month of service.
- B. ~~One Eight Hundred (800100)~~ Day-Hour Base Account: Sick leave allowance shall be accumulated in the employee's base sick leave account until a maximum of ~~one-eight~~ hundred (~~100800~~) days-hours 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~~the employee's immediate family ("immediate family" is defined as spouse, ~~and~~ children, ~~and~~ step-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~~the employee's immediate family ~~within three (3) days' time~~. Employer may require a doctor's certificate to verify illness for these three (3) days.

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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~~the employee's sick leave and needs additional time off for illness, ~~he or she~~the employee 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-eight~~ hundred (~~100~~800) ~~days-hours~~ 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~~the employee's 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, ~~e~~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. The sick leave donation program shall be as described in the "Sick/Vacation/Floating Holiday/Compensatory Leave Donation" section of the City of Sturgeon Bay Personnel Policies and Employee Handbook.~~

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- H. Upon Retirement, Disability or Death: The employee or the employee's beneficiary shall be paid for forty (40) percent of ~~his or her~~the employee's 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-eight~~ hundred (~~100~~800) ~~day~~hours.
- 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~~eight hours off with pay. Said benefit must be used during the following six ~~(6)~~ months. Employees who

participate in the City's health risk assessment ~~follow~~-follow-up —program shall receive a wellness benefit consisting of ~~one (1) day~~eight hours off with pay. Said benefit must be used during the following six ~~(6)~~ months.

#### **ARTICLE 6 - LEAVE OF ABSENCE**

Any employee who wishes to absent himself or herself from ~~his or her~~their 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 regularly 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'

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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 ~~two (2) times their daily rate of pay~~ double (2) time. Such pay for holidays actually worked shall be paid and shall be included in the officer's next regularly scheduled 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~~64 hours upon hire (Should the employee terminate employment during the first year, vacation payout shall be prorated);  
~~14-112 days-hours~~ after two (2) years of continuous service;  
~~20 days~~160 hours after eight (8) years of continuous service;  
~~26 days~~208 hours after fifteen (15) years of continuous service;  
~~32 days~~256 hours 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~~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 the 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~~the employee:

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~~their employment for any reason during the year, ~~he or she~~the employee shall receive prorated vacation pay from the anniversary date of ~~his or her~~their 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~~Chief's 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~~their 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 eEmployer will **establish-levy no fees to establish** and maintain the HSA or HRA accounts through the length of this contract.

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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 fifty percent (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 ninety percent (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~~ 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~~ 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 (WDETf) 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 Pplan selected by the City.

#### **ARTICLE 14 - STAND-BY PAY**

City will provide one thousand and five hundred dollars (\$1,500) in equal monthly installments of one hundred and twenty-five dollars (\$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~~their~~ fully scheduled work week in, or

fraction thereof. Fraction thereof applies when an employee is unable to complete ~~his or her~~their 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, Assistant 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- COMPENSATORY TIME**

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Officers may accumulate and use compensatory time in lieu of overtime pay. Compensatory time will be at the same rate as overtime (one and one-half times the regular rate of pay). No more than ninety-six (96) hours of compensatory time may be accumulated and used in any calendar year. Compensatory time may be used up to December 31<sup>st</sup>, but must be scheduled prior to November 30 in the year in which it was earned. Compensatory time shall be paid out in the last pay period for the calendar year in which it was earned. Requests for use of compensatory time will be processed per department policy as prescribed by the Chief of Police.

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#### **ARTICLE 17 - FUNERAL LEAVE**

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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 husbandspouse, wife, child(ren), children, step-children, 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 within 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, at time of hire and throughout the duration of employment.
- 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 and 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 receipt.

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#### **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 hertheir 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. The payroll plan for employees covered by this Agreement is bi-weekly (every two weeks). 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 ~~e~~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 evaluated and judged using the following five criteria and percentages for value of each~~ 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 one-half percent (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%).~~

1. 10% - Seniority – Seniority shall be the length of continuous employment as a sworn officer with the Sturgeon Bay Police Department.

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2. **25% - Written Test / Examination** – The Test / Examination shall be determined by the employer. There shall be no failing grade.

3. **30% - Interview** – The interview panel shall consist of no less than three neutral persons with knowledge / experience with the position; the panel may be more at the discretion of the employer.

4. **15% - Department and Community Leadership** – All Units available from SBPD and other tasks / functions deemed necessary. Officers will receive credit for each unit or team he / she is part of. As well as extra duties performed outside the scope of the basic patrol officer. Specialty teams shall award the officer 3 points for each. Community Leadership involvement which the officer has invested a minimum of eight (8) hours of service in shall award the officer 1 point for each.

5. **20% - Promotional Evaluations** – The Sturgeon Bay Police Department Employee Promotion Evaluation form is attached as Addendum A.

The evaluation will be completed by the following panel, of which none can be seeking the promotional position, be subject to a current unresolved internal investigation, be serving on a "Last Chance Agreement", be on administrative leave, or be on probation status:

- a. Current Sergeant(s)
- b. Patrol Officer with highest Seniority
- c. Patrol Officer with least Seniority

The evaluation points shall be as follows:

- d. Failures to meet Standards – 0 points
- e. Meets Standards – 1 point
- f. Exceeds Standards – 3 points

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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 their original position except for just cause. During the probationary period, an employee shall

not be returned to ~~his or her~~their 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~~their 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~~ Chief of Police 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~~ Chief of Police or Chief's designee 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~~ Chief of Police or Chief's designee. 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.

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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 the employee is~~ guilty of a crime, or if the employee acted without good faith, outside the scope of ~~his or her~~their employment or in violation of reasonable and relevant Department rules, regulations or policies.

#### **ARTICLE 30 - JOB CLASSIFICATION AND WAGE SCHEDULES**

<b>City of Sturgeon Bay Police Department Wage Schedule</b>					Formatted Table
	2020 1/1/2020 4%	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	

<b>City of Sturgeon Bay Police Department Wage Schedule</b>			
	2023 4%	2024 4%	2025 3%
SERGEANT	37.24	38.73	39.89
INVESTIGATOR	36.16	37.61	38.74
FORENSIC ANALYST	36.16	37.61	38.74
POLICE OFFICER - 4TH YEAR	34.77	36.16	37.25
POLICE OFFICER - 3RD YEAR	33.50	34.84	35.89
POLICE OFFICER - 2ND YEAR	32.17	33.45	34.46
POLICE OFFICER - 1ST YEAR	30.79	32.03	32.99

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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.

When an Officer accepts an appointment to Investigator or Forensic Analyst they will receive that pay for that assignment. When that assignment is completed or an Officer is reassigned, that Officer will return to the appropriate Police Officer rate category based on their total years of service. If when appointed to Investigator or Forensic Analyst, that Officer is a Sergeant, that Officer will continue at the Sergeant rate.

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 (\$0.30) per hour, and a premium for those individuals who work the third (3rd) shift in the amount of thirty-five cents (\$0.35) 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—the Association's responsibility to obtain dues authorization forms from new employees and provide them to eEmployer no less than thirty (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 Association of all new hires of the bargaining unit within ten (10) days of their-the officer's

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 Association in one lump sum not later than the 21<sup>st</sup> 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/LEERthe Association.

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-the Association's (WPPA/LEER) or Local Association's 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/LEERthe Association will refund to the employee involved any dues erroneously deducted by ~~the e~~Employer and paid to WPPA/LEERthe Association (WPPA/LEER) and /or the Local Association. WPPA/LEERThe Association shall indemnify and hold ~~the E~~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, ~~2020-2023~~ and shall remain in full force and effect up to and including December 31, ~~2022~~2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, ~~2019~~2022.

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



**Memorandum of Understanding  
Between  
The City of Sturgeon Bay  
and the  
Sturgeon Bay Professional Police Association Local 449 and  
Wisconsin Professional Police Association / LEER  
Regarding Lateral Entry**

Law Enforcement Agencies are experiencing challenges in hiring and retaining qualified Law Enforcement Officers given the highly competitive market. In an attempt to address these concerns, the City of Sturgeon Bay ("City") and the Sturgeon Bay Professional Police and Wisconsin Professional Police Association ("Association") have entered into this memorandum of understanding. In consideration of a mutual desire on both parties to hire, train and retain the best possible Law Enforcement Officers, the parties agree to the following modifications to the collective bargaining agreement solely for those New Hire Law Enforcement Officers who are hired by the City who have experience working as a Law Enforcement Officer from another Law Enforcement Agency.

1. New Hire Law Enforcement Officer candidates, at the discretion of the Chief of Police, who have been offered employment by the City may be eligible for lateral entry benefits for all past full-time and part-time Law Enforcement Experience to become a Sturgeon Bay Law Enforcement Officer.
2. New Hire Law Enforcement Officers at the discretion of the Chief of Police may be granted under Article 30 – Job Classifications and Wage Schedules, a starting wage up to top wage at fourth year (4th) ~~months~~ of the Wage scale, based on their past full-time and part-time Law Enforcement years of experience.
3. New Hire Law Enforcement Officers at the discretion of the Chief of Police may be granted vacation benefits up to step twenty-five (25) years based upon the credited years of service used to establish the vacation under Article 9 - Vacations. It is understood that this service credit will play no role in establishing department seniority in any other circumstance that might utilize seniority as a determining factor. It will merely determine their vacation accrual rate upon hire.
4. New Hire Law Enforcement Officers, at the discretion of the Chief of Police, upon hire may be advanced two years (192 hours) sick leave, ~~with the understanding that, no~~ No further sick leave will accrue until the month of employment that follows the month in which the same number of sick days would have accrued naturally. Thereafter, they will accrue sick leave in accordance with the provisions Article 5 - Sick Leave. Should an employee leave employment with the City prior to their twenty-four months of employment, the employee shall owe the City repayment for any sick leave used above the normal accrual rate for time with the City. This amount will be deducted from the last pay check of the employee.

The goal of this initiative is to mitigate the loss of benefits often associated with an employee moving from one organization to another. The lateral entry program is designed to help the Sturgeon Bay Police Department offer a highly competitive total benefit package in an effort to hire the best qualified Law Enforcement Officers.

1. The New Hire Law Enforcement Officer shall receive all of the compensation and benefits that any full-time employee would receive except as specifically modified by this memorandum of understanding. All the terms of the collective bargaining agreement will apply to the New Hire Law Enforcement Officer unless specifically modified by this memorandum of understanding. In the event there is a question in terms of how a New Hire Law Enforcement Officer's conditions of employment relates to a provision of the collective bargaining agreement the City and the Association will meet to discuss acceptable equitable solutions. If that discussion is unsuccessful in resolving the dispute, the City and the Association will retain their respective rights and arguments under the current provisions of the collective bargaining agreement.
2. This represents the complete understanding of the parties on this issue. Any amendments or modifications to this agreement must be made in writing.
3. This Agreement shall continue beyond the current Collective Bargaining Agreement unless mutually agreed by the City and Association to cancel or place into a successor collective bargaining agreement.
4. This Agreement shall not serve as precedent or past practice regarding any further alterations to the Collective Bargaining Agreement that either party shall seek in the future and shall not be used as evidence against either party in a proceeding unrelated to interpretation or application of this Agreement.
5. This Agreement is the result of mutual draftsmanship and shall not be interpreted against either party on grounds of sole authorship.

Agreed to by:

\_\_\_\_\_  
City Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Date

\_\_\_\_\_  
WPPA Business Agent

\_\_\_\_\_  
Date

### EXECUTIVE SUMMARY

**Title:** Assignment of Property Sale from Cherry Point Investments to Phillips Development - 1048 Egg Harbor Road

**Background:** The Common Council approve the sale of the property at 1048 Egg Harbor Road to Doreen Phillips of Cherry Point Investments, LLC. That LLC is the development company that is working with the City on an apartment complex of 68 units on the former Peil property off of Egg Harbor Road. The closing is scheduled for July 6<sup>th</sup>. Doreen Phillips is requesting that the warranty deed instead go to Phillips Development, LLC. That request will allow her to complete a tax exchange (Starker exchange) from a parcel she previously sold. To successfully qualify for the exchange both transactions must have the same entity (Phillips Development). She would then transfer the parcel to Cherry Point Investments, LLC in order to continue with the housing development.

Staff and the City Attorney see no issues with this approach as the property and the future development still end up being controlled by Cherry Point Investments, LLC. But since the prior Council action was to specifically sell the parcel to Cherry Points Investments, an assignment of that approval to Phillips Development, LLC should be undertaken. This will resolve any legal issues.

**Fiscal Impact:** None. Changing the name on the deed to Phillips Development, LLC has no bearing on the previously approved sale price.

**Recommendation:** Approve the assignment of the sale of 1048 Egg Harbor Road from Cherry Point Investments, LLC to Phillips Development, LLC.

Prepared by:   
Martin Olejniczak  
Community Development Director

7-1-2022  
Date

Reviewed by:   
Josh Van Lieshout  
City Administrator

7/1/22  
Date