CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, JANUARY 21, 2020
7:00 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. **Recognition of Retiring Public Works Employee Tom Delchambre.**

6. **Public Comment.**

7. **Consideration of the following bills: General Fund – $4,628,072.63, Capital Fund - $118,782.19, Cable TV - $67.77 and Solid Waste Enterprise Fund - $2,798.61 for a grand total of $4,749,721.20.** 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 1/7/20 regular Common Council minutes.**

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

1. **Aesthetic Design & Site Plan Review Board – 12/9/19**
2. **Finance/Purchasing & Building Committee – 12/31/19**
3. **Community Protection &Services Committee – 1/2/20**
4. **Board of Public Works – 1/7/20**

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

1. **Fire Department Report – December 2019**
2. **Inspection Department Report – December 2019**

* d. **Consideration of: Approval of Beverage Operator License.**

* e. **Finance/Purchasing & Building Committee recommendation re: Approve the purchase of one 2020 Ford Explorer Police Interceptor squad from Jim Olson Ford, Lincoln in the amount of $33,339.00 plus DMV fees.**

* f. **Finance/Purchasing & Building Committee recommendation re: Approve the sole source purchase of a 2020 trackless MT7 with optional telescoping truck loading chute, and trade in a 2000 trackless valued at $2,500 for a total cost not to exceed $141,774.**

* g. Community Protection & Services recommendation re: Approve change of hours for City Compost Site and establish proof of residency requirement.

* h. Finance/Purchasing & Building Committee recommendation re: Approve the price adjustment for the purchase of a 2019 John Deere 2090M with rear and side Tiger flail mowers for EIS Implement in an amount not to exceed $63,231.

* i. Finance/Purchasing & Building Committee recommendation re: Approve the agreement with the Sturgeon Bay Visitor Center for Graham Park Improvements.

* j. Community Protection & Services Committee recommendation re: Repeal and recreate Section 27.12(3) and to amend Section 27.09 of the Municipal Code – Sign Code.

9. Mayoral appointments.

10. Second reading of ordinance re: Creating Section 12.09 of the Municipal Code – Coal Tar Sealant Products.

11. Consideration of: Compensation Adjustment for Mann Communication for 2020 extension year.

12. Consideration of: Request for Privilege in the Street for entry stoop for Shirley Weese-Young.

13. Items to be Included on Future Agendas (New Business).

14. Discussion re: Development Agreement with Sturgeon Bay Historical Society.

15. Review of Ad Hoc West Waterfront Planning Committee recommendations.

16. Committee Chairperson Reports:

    a. Personnel Committee
    b. Parking & Traffic Committee
    c. Community Protection & Services Committee
    d. Utility Commission

17. City Administrator report.

18. Mayor's report.

19. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 1·17·20

Time: 12:00pm

By: JM

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 01/21/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
GENERAL FUND					
LIABILITIES					
19610	RICHARD STUEWER	11/19 INS REIMBURSE/STUEWER	01-000-000-21530	314.77	
19610		12/19 INS REIMB/STUEWER	01-000-000-21530	314.77	
			TOTAL LIABILITIES		629.54
BALLFIELD LIGHTING					
WPPI ENG	WPPI ENERGY	01/20 ATHLETIC FLD LIGHT PRJCT	01-000-981-70000	1,365.39	
			TOTAL BALLFIELD LIGHTING		1,365.39
			TOTAL GENERAL FUND		1,994.93
LAW/LEGAL					
BUELOW	BUELOW, VETTER, BUIKEMA,	12/19 LABOR LAW	01-110-000-57900	944.00	
			TOTAL		944.00
			TOTAL LAW/LEGAL		944.00
CITY CLERK-TREASURER					
21520	UW-GREEN BAY-GOV'T	2020 WGFOA DUES/CLARIZIO	01-115-000-55600	25.00	
			TOTAL		25.00
			TOTAL CITY CLERK-TREASURER		25.00
COMPUTER					
03101	CDW GOVERNMENT, INC.	LAPTOP DPW/MACCAUX	01-125-000-55550	543.00	
03101		LENOVO THINKCENTRE CPU/ROBINSN	01-125-000-55550	705.00	
03101		LENOVO THINKCENTRE/SPETZ	01-125-000-55550	705.00	
03101		LENOVO THINKCENTRE/SHEFCHIK	01-125-000-55550	705.00	
			TOTAL		2,658.00
			TOTAL COMPUTER		2,658.00
CITY ASSESSOR					
01740	ASSESSMENT TECHNOLOGIES	RENEW MD PROF ANNL SITE LIC	01-130-000-51100	2,048.11	
01740		ANNL WEB PUBLISHING	01-130-000-51100	875.76	
17700	QUILL CORPORATION	TONER	01-130-000-51950	166.99	
ASSO APP	ASSOCIATES APPRAISAL	01.21.2020 CONTRACT	01-130-000-55010	1,333.33	
			TOTAL		4,424.19
			TOTAL CITY ASSESSOR		4,424.19
BUILDING/ZONING CODE ENFORCEMT					

INVOICES DUE ON/BEFORE 01/21/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
DCI	DOOR COUNTY INSPECTIONS, LLC	12/19 PERMITS	01-140-000-55010	3,165.06	
SAFEBUIL	SAFE BUILT	PLN REVIEW/216 S 3RD AVE	01-140-000-55010	340.00	
			TOTAL		3,505.06
			TOTAL BUILDING/ZONING CODE ENFORCEMT		3,505.06
PUBLIC WORKS ADMINISTRATION					
04575	DOOR COUNTY HARDWARE	KEYKRAFTER	01-150-000-56250	7.18	
			TOTAL		7.18
			TOTAL PUBLIC WORKS ADMINISTRATION		7.18
CITY HALL					
03159	SPECTRUM	12/19 FIRE CABLE SVC	01-160-000-58999	134.80	
04575	DOOR COUNTY HARDWARE	UTILITY KNIFE/FOLDING KNIFE	01-160-000-52700	17.48	
19880	STURGEON BAY UTILITIES	421 MICHIGAN ST	01-160-000-56150	2,086.94	
19880		421 MICHIGAN ST	01-160-000-58650	159.42	
KONE	KONE INC.	ANNL MAINTENANCE AGREEMENT	01-160-000-58999	1,735.68	
WARNER	WARNER-WEXEL WHOLESALE &	PAPER PRODUCTS	01-160-000-51850	73.97	
			TOTAL		4,208.29
			TOTAL CITY HALL		4,208.29
GENERAL EXPENDITURES					
08167	GANNETT WISCONSIN NEWSPAPERS	NOTICE OF ELECTION PUBLICATION	01-199-000-57450	35.67	
08167		INVITATION TO BID NOTICE	01-199-000-57450	38.66	
MEUW	MUNICIPAL ELECTRIC UTILITIES	2020 MSDS ONLINE FEES	01-199-000-55605	900.00	
REVIZE	REVIZE,LLC	WEBSITE ANNL FEE	01-199-000-51100	2,400.00	
			TOTAL		3,374.33
			TOTAL GENERAL EXPENDITURES		3,374.33
POLICE DEPARTMENT					
20254	TIP TOP CLEANERS	UNIFORM MAINTENANCE/PORTER	01-200-000-56800	6.40	
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	4502 BLACK COPIES	01-200-000-51600	60.33	
STAPLES		986 COLOR COPIES	01-200-000-51600	39.44	
US BANK	US BANK EQUIPMENT FINANCE	RICOH COPIER 47 OF 48	01-200-000-55650	167.00	
US BANK		PROPERTY DAMAGE SURCHARGE	01-200-000-55650	27.02	
US BANK		PROPERTY TAX	01-200-000-55650	134.18	
			TOTAL		434.37
			TOTAL POLICE DEPARTMENT		434.37

INVOICES DUE ON/BEFORE 01/21/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
PATROL BOAT					
PATROL BOAT					
02206	BAY MARINE	PATROL BOAT MAINTENANCE	01-205-000-58600	673.21	
			TOTAL PATROL BOAT		673.21
			TOTAL PATROL BOAT		673.21
POLICE DEPARTMENT/PATROL					
03133	CELLCOM WISCONSIN RSA 10	12/19 PORT SECURITY CAMERA	01-215-000-58999	392.50	
19880	STURGEON BAY UTILITIES	110 S NEENAH AVE CAMERA	01-215-000-56150	11.35	
19880		SHORECREST RD CAMERA	01-215-000-56150	8.71	
DNR	DNR	BOAT PATROL TRNING REG/CHENRY	01-215-000-55600	10.00	
GLOBAL	GLOBAL EQUIPMENT CO.	RETIREMENT PLAQUES	01-215-000-54999	404.90	
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	27 SQUAD CAR TIRES	01-215-000-52850	3,997.89	
NELSON	NELSON TACTICAL	PANT & DUTY BELT/JENNERJOHN	01-215-000-52900	103.48	
NELSON		NAMEPLATES/COYHIS	01-215-000-52900	89.71	
NELSON		MISC GUN PARTS/COYHIS	01-215-000-52900	37.96	
NELSON		AMMO 500 ROUNDS	01-215-000-51050	6,630.00	
NELSON		LAW ENFORCEMNT ID/MIELKE	01-215-000-52900	101.92	
TWEAK	TWEAK SOCIAL MEDIA & MARKETIN	WEBSITE MAINTENANCE	01-215-000-58999	45.24	
			TOTAL		11,833.66
			TOTAL POLICE DEPARTMENT/PATROL		11,833.66
POLICE DEPT. / INVESTIGATIONS					
ACCURINT	LEXISNEXIS RISK SOLUTIONS	12/19 CONTRACT FEES	01-225-000-57950	105.00	
			TOTAL		105.00
			TOTAL POLICE DEPT. / INVESTIGATIONS		105.00
FIRE DEPARTMENT					
02005	BAY ELECTRONICS, INC.	RADIO SWITCH/CH11	01-250-000-57550	111.49	
04575	DOOR COUNTY HARDWARE	SUPPLIES	01-250-000-54999	6.99	
04575		FREIGHT	01-250-000-54999	34.79	
04575		FREIGHT	01-250-000-54999	16.19	
04575		RETAINING RING PLIER	01-250-000-54999	25.99	
04575		CABLE TIE/CONDUIT	01-250-000-54999	60.97	
04966	EAGLE MECHANICAL INC	NEW LT BADGES	01-250-000-52950	235.51	
06650	GALLS, AN ARAMARK COMPANY	NEW OFFICER UNIFORM	01-250-000-52950	80.31	
16570	PIONEER FIRE COMPANY	UNIFORMS	01-250-000-52900	574.00	
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET	01-250-000-56675	6.22	
19880		MARTIN PRK RESTROOM	01-250-000-56675	6.22	
19880		421 MICHIGAN ST	01-250-000-56675	133.25	
19880		TRUCK FILL	01-250-000-56675	41.00	
19880		MEM FLD WARMING HOUSE	01-250-000-56675	49.73	
19880		SALT SHED	01-250-000-56675	6.22	
19880		CITY GARAGE	01-250-000-56675	49.73	
19880		GARLAND PARK	01-250-000-56675	6.22	
19880		SUNSET PRK BT LAUNCH	01-250-000-56150	11.55	

INVOICES DUE ON/BEFORE 01/21/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
19880		SUNSET CONSN CNTR	01-250-000-56675	49.73	
19880		FRANK GRASSE MEM SHELTER	01-250-000-56675	15.54	
19880		OTUMBA PARK	01-250-000-56675	6.22	
19880		WS WARMING HOUSE	01-250-000-56675	6.22	
19880		WS FIRE STATION	01-250-000-56675	49.73	
19880		WS FIRE STATION	01-250-000-56150	125.74	
19880		WS FIRE STATION	01-250-000-58650	77.12	
19880		38 S NEENAH AVE PAVILLION	01-250-000-56675	6.22	
19880		NEENAH AVE RESTROOMS	01-250-000-56675	31.08	
19880		JAYCEES BALLFLD STAND	01-250-000-56675	15.54	
19880		WS BALLFLD LITES	01-250-000-56675	31.08	
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	49.73	
19880		N 14TH AVE WARNING SIREN	01-250-000-56150	8.24	
19880		DIVISION RD SBFD TRAINING SITE	01-250-000-56675	14.46	
19880		QUINCY ST BALLFLD	01-250-000-56675	49.73	
19880		212 W LOCUST CT	01-250-000-56675	6.22	
19880		MADISON AVE SPRINKLER	01-250-000-56675	15.54	
19880		PENNSYLVANIA ST DOCK	01-250-000-56675	15.54	
19880		1018 GREEN BAY RD SIREN	01-250-000-56150	15.74	
19880		1ST AVE EAST SIDE DOCK	01-250-000-56675	6.22	
19880		COVE RD/CANAL RD	01-250-000-56150	14.18	
19880		1ST AVE MARINA/RSTRM	01-250-000-56675	49.73	
19880		KENTUCKY ST CITY PKG RAMP	01-250-000-56675	6.22	
19880		48 KENTUCKY ST DOCK	01-250-000-56675	15.54	
19880		KENTUCKY ST CITY MARINA	01-250-000-56675	49.73	
19880		SIGN SHED	01-250-000-56675	6.22	
19880		CHERRY BLOSSOM PRK	01-250-000-56675	15.54	
19880		56 VACANT LOTS	01-250-000-56675	1,044.96	
19880		CLAY BANKS RD SIREN	01-250-000-56150	15.50	
20725	T R COCHART TIRE CENTER	REAR TIRES/B8	01-250-000-53000	1,336.24	
NETDUTY	NETDUTY SOFTWARE	ANNL SCHEDULING	01-250-000-56000	1,798.00	
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	ANTIFREEZE	01-250-000-53000	38.97	
O'REILLY		DEF	01-250-000-53000	21.98	
O'REILLY		ANTIFREEZE	01-250-000-53000	25.98	
O'REILLY		WIPER BLADES	01-250-000-53000	56.98	
PAULCONW	PAUL CONWAY SHIELDS	HELMET SHIELD	01-250-000-52950	67.49	
POMASL	POMASL FIRE EQUIPMENT INC	HOSE REPAIR GAUGE	01-250-000-51350	208.97	
PORT	WEST MARINE PRO	FUSE BLOCKS/CH11	01-250-000-53000	67.96	
PREVEA	PREVEA HEALTH WORKMED	ANNL RESPIRATORY ASSESSMENTS	01-250-000-57100	330.00	
TRACE	TRACE ANALYTICS,LLC	QRTLY COMPRESSOR AIR TEST	01-250-000-56250	280.82	
VANS	VANS FIRE & SAFETY, INC	EXTINGUSHER CHEMICAL	01-250-000-54999	308.00	
VANS		EXTINGUISHER CARTRIDGES	01-250-000-54999	238.00	
WARNER	WARNER-WEXEL WHOLESALE &	CLEANING SUPPLIES	01-250-000-54999	396.53	
WARNER		CLEANING SUPPLIES	01-250-000-54999	45.38	
			TOTAL		8,490.94
			TOTAL FIRE DEPARTMENT		8,490.94
COMPOST/SOLID WASTE SITE					
19880	STURGEON BAY UTILITIES	DIVISION RD COMPOST SITE	01-320-000-56150	8.24	
			TOTAL		8.24
			TOTAL COMPOST/SOLID WASTE SITE		8.24

INVOICES DUE ON/BEFORE 01/21/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
ROADWAYS/STREETS					
04696	DOOR COUNTY TREASURER	16.99 TN HOT MIX ASPHALT	01-400-000-52200	688.10	
04696		ADMIN FEE	01-400-000-52200	27.52	
			TOTAL		715.62
			TOTAL ROADWAYS/STREETS		715.62
SNOW REMOVAL					
SNOW REMOVAL					
GRAY'S	GRAY'S INC.	SNOW PLOW BLADES	01-410-000-51400	4,404.00	
R0000768	BRAUER SUPPLY & EQUIPMENT	4 CURB GUARDS @ 98.50EA	01-410-000-51400	394.00	
			TOTAL SNOW REMOVAL		4,798.00
			TOTAL SNOW REMOVAL		4,798.00
STREET MACHINERY					
02005	BAY ELECTRONICS, INC.	2 ANTENNAS @ 83.95	01-450-000-57550	167.90	
02005		2 MOUNTS @ 22.50	01-450-000-57550	45.00	
02005		1 TRUCK MOUNT	01-450-000-57550	13.70	
02005		2 CONNECTORS @ 10.00	01-450-000-57550	20.00	
02005		LABOR	01-450-000-57550	95.00	
04545	DOOR COUNTY COOPERATIVE/NAPA	SPRING BRAKE/FITTING/CLEVIS	01-450-000-53000	75.09	
04545		CLEVIS PIN KIT	01-450-000-53000	2.37	
04545		4 POD AMBER LED	01-450-000-53000	173.26	
04545		5 GAL PREMIXED GAS	01-450-000-52150	80.76	
04575	DOOR COUNTY HARDWARE	PLUMBING SUPPLIES/BALL VALVE	01-450-000-52150	45.97	
04575		FASTENERS/SNOWBRUSH	01-450-000-52150	3.39	
04575		COUPLERHOSES	01-450-000-52150	11.98	
04575		1 GAL GARDEN SPRAYER	01-450-000-52150	15.99	
04575		PROPANE TANK EXCHANGE	01-450-000-52150	19.99	
04575		TIES	01-450-000-52150	25.98	
04575		HEAVY DUTY CABLE TIE	01-450-000-52150	7.99	
06012	FASTENAL COMPANY	HARDWARE	01-450-000-53000	4.03	
06012		FITTING	01-450-000-53000	53.28	
06012		44 WELDING RODS	01-450-000-54999	105.93	
08225	HERLACHE SMALL ENGINE	CHAIN SAW REPAIR	01-450-000-52700	74.55	
13655	MONROE TRUCK EQUIPMENT, INC	FLOORMATS & STROBE LIGHT	01-450-000-53000	324.84	
19959	SUPERIOR CHEMICAL CORP	SNOW WAX	01-450-000-54999	256.15	
19959		CLEANER	01-450-000-54999	21.44	
19959		SHIPPING	01-450-000-54999	37.21	
20725	T R COCHART TIRE CENTER	FLAT	01-450-000-52850	20.00	
20725		LANGE AIR ADAPTER	01-450-000-52850	18.00	
20725		FLAT	01-450-000-52850	20.00	
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	LUBE/CLEANER/DEGREASER/FILTERS	01-450-000-53000	198.80	
ADVAUTO		AIR/ADJ WRENCH	01-450-000-53000	31.02	
ADVAUTO		PART INVENTORY	01-450-000-53000	64.00	
AMERWELD	AMERICAN WELDING & GAS, INC	GAS BOTTLE REFILL & DELIVERY	01-450-000-52150	262.89	
AMERWELD		GASES CYLINDER RENTAL	01-450-000-52150	143.88	
JBTRUCK	JB TRUCK SERVICE,LLC	TRUCK PARTS	01-450-000-53000	51.24	
L&P	L&P CONVENIENT STORE SBAY LLC	FUEL	01-450-000-51650	53.20	
L&P		FUEL	01-450-000-51650	8.73	
L&P		FUEL	01-450-000-51650	31.29	

INVOICES DUE ON/BEFORE 01/21/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	NITRILE GLOVES	01-450-000-51400	36.78	
			TOTAL		2,621.63
			TOTAL STREET MACHINERY		2,621.63
CITY GARAGE					
04966	EAGLE MECHANICAL INC	GARAGE HEATER REPAIRS/LABOR	01-460-000-58999	161.88	
04966		GARAGE HEATER REPAIRS/INSTALL	01-460-000-58999	92.50	
04966		GARAGE HEATR REPR/FLAME SENSR	01-460-000-58999	480.00	
04966		GARAGE HEATR REPR/SUPPLIES	01-460-000-58999	3.00	
19880	STURGEON BAY UTILITIES	SALT SHED	01-460-000-56150	98.57	
19880		CITY GARAGE	01-460-000-56150	839.31	
19880		CITY GARAGE	01-460-000-58650	104.32	
			TOTAL		1,779.58
			TOTAL CITY GARAGE		1,779.58
HIGHWAYS - GENERAL					
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE	01-499-000-58000	9.09	
19880		EGG HRBR RD TRFFC LITE	01-499-000-58000	20.87	
19880		N 14TH & EGG HRBOR TRFFC LITE	01-499-000-58000	27.18	
19880		2 TRFFC WARNING LITES	01-499-000-58000	5.50	
19880		MADISON AVE WS TRFFC LITES	01-499-000-58000	121.27	
19880		342 ORNAMENTAL ST LIGHTS	01-499-000-58000	4,602.96	
19880		587 OVERHEAD LIGHTS	01-499-000-58000	6,773.77	
19880		S LANSING & W WALNUT SIGN	01-499-000-58000	7.50	
19880		1ST AVE EAST SIDE DOCK	01-499-000-58000	69.44	
19880		OLD HWY RD SIGN	01-499-000-58000	8.53	
DAVIS	DAVID DAVIS	SAFETY CLOTHING REIMB/DAVIS	01-499-000-56800	80.47	
			TOTAL		11,726.58
			TOTAL HIGHWAYS - GENERAL		11,726.58
PARK & RECREATION ADMIN					
17700	QUILL CORPORATION	ASSORTED OFFICE SUPPLIES	01-500-000-51950	137.15	
CASE COM	CASE COMMUNICATIONS	SEASONAL WRKR ADVERT-9 ADS	01-500-000-57450	89.55	
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	YELLOW TONER	01-500-000-51250	204.46	
			TOTAL		431.16
			TOTAL PARK & RECREATION ADMIN		431.16
PARKS AND PLAYGROUNDS					
03025	CAPTAIN COMMODES INC	PORT A POTTI RENTAL-DOG PARK	01-510-000-58999	80.00	
04545	DOOR COUNTY COOPERATIVE/NAPA	BATTERY	01-510-000-52350	9.99	

INVOICES DUE ON/BEFORE 01/21/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
04575	DOOR COUNTY HARDWARE	HAND WARMERS	01-510-000-53000	20.98	
04575		EYE BOLT/NUT	01-510-000-58600	4.59	
04575		DUCT TAPE	01-510-000-52100	5.99	
04575		PAINT/ROLLER COVER	01-510-000-52100	37.58	
04575		FASTENERS/THREADLOCK	01-510-000-51900	9.09	
12100	LAMPERT YARDS INC	PINE BOARD	01-510-000-51800	16.36	
15890	PACK AND SHIP PLUS	12 DANGER THIN ICE SIGNS @20	01-510-000-52550	240.00	
15890		GRAPHIC DESIGN	01-510-000-52550	25.00	
19880	STURGEON BAY UTILITIES	MARTIN PARK PAVILLION	01-510-000-56150	11.15	
19880		MARTIN PRK RESTROOM	01-510-000-58650	8.00	
19880		MEM FLD WARMING HOUSE	01-510-000-56150	87.14	
19880		MEM FLD WARMING HOUSE	01-510-000-58650	52.16	
19880		GARLAND PARK	01-510-000-56150	8.24	
19880		GARLAND PARK	01-510-000-58650	8.00	
19880		SUNSET CONSN CNTR	01-510-000-56150	190.81	
19880		SUNSET CONSN CNTR	01-510-000-58650	51.40	
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	15.31	
19880		FRANK GRASSE MEM SHELTER	01-510-000-58650	11.40	
19880		OTUMBA PARK	01-510-000-56150	8.24	
19880		OTUMBA PARK	01-510-000-58650	8.00	
19880		WS WARMING HOUSE	01-510-000-56150	15.45	
19880		WS WARMING HOUSE	01-510-000-58650	8.00	
19880		JAYCEES BALLFLD STAND	01-510-000-56150	8.24	
19880		JAYCEES BALLFLD STAND	01-510-000-58650	11.41	
19880		421 MICHIGAN FLAG LIGHT	01-510-000-56150	26.32	
19880		MEM FLD PRKING LOT	01-510-000-56150	8.61	
19880		WS BALLFLD LITES	01-510-000-58650	18.00	
19880		MEM FLD COMPLEX	01-510-000-56150	250.48	
19880		GIRLS LITTLE LEAGUE	01-510-000-56150	27.00	
19880		OTUMBA PRK WLKWAY	01-510-000-56150	13.70	
19880		QUINCY ST BALLFLD	01-510-000-58650	27.00	
19880		FLORIDA ST/SUNSET PRK	01-510-000-56150	13.89	
19880		SIGN SHED	01-510-000-56150	13.42	
19880		SIGN SHED	01-510-000-58650	8.00	
19880		CHERRY BLOSSOM PRK	01-510-000-56150	8.24	
19880		CHERRY BLOSSOM PRK	01-510-000-58650	11.40	
20725	T R COCHART TIRE CENTER	FLAT	01-510-000-53000	20.00	
PSYCH	PSYCHEMEDICS CORPORATION	EMPLOY SCREEN/A BRIDGENHAGEN	01-510-000-57100	43.00	
			TOTAL		1,441.59
			TOTAL PARKS AND PLAYGROUNDS		1,441.59
BALLFIELDS					
BALLFIELDS					
R0001289	MITCH ANDERSEN	2019 MEM FLD MAINTENANCE	01-520-000-58999	6,176.00	
			TOTAL BALLFIELDS		6,176.00
			TOTAL BALLFIELDS		6,176.00
ICE RINKS					
04575	DOOR COUNTY HARDWARE	CABLE/DUCT TAPE	01-530-000-54999	28.97	

INVOICES DUE ON/BEFORE 01/21/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
			TOTAL		28.97
			TOTAL ICE RINKS		28.97
MUNICIPAL DOCKS					
19880	STURGEON BAY UTILITIES	36 S NEENAH AVE PRK LOT LITES	01-550-000-56150	267.79	
19880		38 S NEENAH AVE PAVILLION	01-550-000-56150	8.24	
19880		38 S NEENAH AVE PAVILLION	01-550-000-58650	8.00	
19880		NEENAH AVE RESTROOMS	01-550-000-56150	47.68	
19880		NEENAH AVE RESTROOMS	01-550-000-58650	18.00	
			TOTAL		349.71
			TOTAL MUNICIPAL DOCKS		349.71
WATER WEED MANAGEMENT					
ONTERRA	ONTERRA,LLC	WATER WEED PRJCT ADMINISTRATN	01-560-000-58999	2,142.30	
			TOTAL		2,142.30
			TOTAL WATER WEED MANAGEMENT		2,142.30
WATERFRONT PARKS & WALKWAYS					
19880	STURGEON BAY UTILITIES	DC MUSEUM WALKWAY	01-570-000-56150	9.36	
19880		DC MUSEUM PRKING LOT	01-570-000-56150	162.12	
19880		W JUNIPER ST WALKWAY LITES	01-570-000-56150	93.20	
19880		W JUNIPER ST PRKING LOT	01-570-000-56150	59.59	
19880		PENNSYLVANIA ST DOCK	01-570-000-58650	11.40	
19880		48 KENTUCKY ST WTRFRONT	01-570-000-56150	156.95	
19880		1ST AVE MARINA/RSTRM	01-570-000-56150	331.40	
19880		1ST AVE MARINA/RSTRM	01-570-000-58650	53.67	
19880		KENTUCKY ST CITY PKG RAMP	01-570-000-56150	306.82	
19880		48 KENTUCKY ST DOCK	01-570-000-58650	11.40	
19880		KENTUCKY ST CITY MARINA	01-570-000-58650	27.00	
			TOTAL		1,222.91
			TOTAL WATERFRONT PARKS & WALKWAYS		1,222.91
EMPLOYEE BENEFITS					
04800	DRAEB JEWELERS, INC	WATCH/K DOELL	01-600-000-56554	250.00	
23674	WISCONSIN DEPT OF WORFORCE	12/19 UNEMPLOYMENT	01-600-000-50370	138.23	
TSIMON	TSIMON JEWELERS	RETIREMENT WATCH/DECHAMBRE	01-600-000-56554	220.00	
			TOTAL		608.23
			TOTAL EMPLOYEE BENEFITS		608.23

INVOICES DUE ON/BEFORE 01/21/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
COMMUNITY & ECONOMIC DEVLPMT					
17700	QUILL CORPORATION	STICKY NOTES 1 1/2 X 2	01-900-000-51950	7.59	
17700		STICKY NOTES 3X3	01-900-000-51950	15.79	
17700		UNIBALL REFILL-BLACK	01-900-000-51950	26.34	
17700		UNIBALL REFILL-BLUE	01-900-000-51950	25.14	
19730	STURGEON BAY VISITOR CENTER	2020 1ST QTR SUPPORT	01-900-000-57800	5,390.81	
			TOTAL		5,465.67
			TOTAL COMMUNITY & ECONOMIC DEVLPMT		5,465.67
			TOTAL GENERAL FUND		82,194.35
CAPITAL FUND					
GENERAL EXPENDITURES					
BUILDING	BUILDING SERVICE, INC	COUNCIL CHAMBER CHAIRS	10-199-000-59030	5,188.90	
FERGUSON	FERGUSON WATERWORKS #1476	LADTECH RINGS	10-199-000-51525	4,394.65	
			TOTAL		9,583.55
			TOTAL GENERAL EXPENDITURES		9,583.55
PATROL					
PATROL					
02005	BAY ELECTRONICS, INC.	SQUAD CAR INTERFACE-RADIO SYS	10-215-000-59035	3,498.00	
			TOTAL PATROL		3,498.00
			TOTAL PATROL		3,498.00
FIRE DEPARTMENT					
EXPENSE					
DINGES	DINGES FIRE COMPANY	AMKUS SPREADER	10-250-000-59070	11,075.59	
DINGES		AMKUS CUTTER & BATTERY	10-250-000-59070	9,407.25	
EWALD	EWALD CHEVROLET BUICK	2020 CHEVY TAHOE/CH11	10-250-000-59035	38,206.00	
EWALD		TAHOE REGISTRATION	10-250-000-59035	169.50	
GENERAL	GENERAL COMMUNICATIONS, INC.	LIGHTS/CONSOLE CH11	10-250-000-59035	4,731.20	
GENERAL		WEDGE ASSMBLY	10-250-000-59035	75.00	
MOBILEDE	MOBILE DEMAND	COMPUTERS & DOCKS	10-250-000-59000	7,855.84	
			TOTAL EXPENSE		71,520.38
			TOTAL FIRE DEPARTMENT		71,520.38
STORM SEWERS					
EXPENSE					
14490	NEENAH FOUNDRY	INLET/MANHOLE/CASTINGS/RINGS	10-300-000-59115	2,393.80	
			TOTAL EXPENSE		2,393.80
			TOTAL STORM SEWERS		2,393.80

INVOICES DUE ON/BEFORE 01/21/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
CAPITAL FUND					
PARKS AND PLAYGROUNDS					
PARKS AND PLAYGROUNDS					
06580	FOTH AND VAN DYKE	LITTLE LAKE GRANT ADMN/DREGE	10-510-000-59025	6,897.64	
06580		LITTLE LAKE DREDGE PLAN/GRANT	10-510-000-59025	2,290.50	
06580		SHORELINE EVAL/GRNT MGMNT	10-510-000-59025	4,699.00	
			TOTAL PARKS AND PLAYGROUNDS		13,887.14
			TOTAL PARKS AND PLAYGROUNDS		13,887.14
MUNICIPAL DOCKS					
EXPENSE					
20070	TAPCO	DOCK PASS VENDING MACHINE	10-550-000-59075	11,617.50	
			TOTAL EXPENSE		11,617.50
			TOTAL MUNICIPAL DOCKS		11,617.50
COMMUNITY & ECONOMIC DEVLPMT					
VANDEW	VANDEWALLE & ASSOCIATES, INC	COMP PLAN SVC THRU 12.18.19	10-900-000-59999	6,281.82	
			TOTAL		6,281.82
			TOTAL COMMUNITY & ECONOMIC DEVLPMT		6,281.82
			TOTAL CAPITAL FUND		118,782.19
CABLE TV					
CABLE TV / GENERAL					
CABLE TV / GENERAL					
03159	SPECTRUM	12/19 CB MUSIC SVC	21-000-000-58999	67.77	
			TOTAL CABLE TV / GENERAL		67.77
			TOTAL CABLE TV / GENERAL		67.77
			TOTAL CABLE TV		67.77
SOLID WASTE ENTERPRISE					
SOLID WASTE ENTERPRISE FUND					
SOLID WASTE ENTERPRISE FUND					
04545	DOOR COUNTY COOPERATIVE/NAPA	CLEVIS ASSBY/CHAMBER	60-000-000-53000	53.65	
04545		SILICONE TAPE	60-000-000-53000	17.46	
04603	HALRON LUBRICANTS INC	USED OIL PICKUP 250G	60-000-000-52050	37.50	
CASCADE	CASCADE SUBSCRIPTION SERVICE	96 GAL RECYCLE CARTS/27 @ 46	60-000-000-59999	1,242.00	
CASCADE		96 TRASH CARTS/27 @ 46	60-000-000-59999	1,242.00	
CASCADE		SHIPPING	60-000-000-59999	206.00	
			TOTAL SOLID WASTE ENTERPRISE FUND		2,798.61
			TOTAL SOLID WASTE ENTERPRISE FUND		2,798.61
			TOTAL SOLID WASTE ENTERPRISE		2,798.61
			TOTAL ALL FUNDS		203,842.92

MANUAL CHECKS

SECURIAN FINANCIAL GROUP, INC. 01/02/20 Check # 86277 01/20 Short/Long Term Disability 01-000-000-21545	$2,172.70
SUN LIFE INSURANCE 01/02/20 Check # 86278 01/20 Short/Long Term Disability 01-000-000-21545	$1,702.98
DELTA DENTAL 01/02/20 Check # 86279 January Dental Insurance Various Departmental Accounts	$5,925.10
RAYMOND JAMES FINANCIAL SERVICES 01/10/20 Check # 86356 Additional Funds for Cumberland Bank CD Purchase 01-000-000-11310	$2,125.98
DOOR COUNTY TREASURER 01/10/20 Check # 86361 01/20 Tax Settlement 01-000-000-24212	$ 1,237,047.97
NWTC 01/10/20 Check #86362 01/20 Tax Settlement 01-000-000-24640	$245,486.10
SEVASTOPOL SCHOOL DISTRICT 01/10/20 Check # 86363 01/20 Tax Settlement 01-000-000-24630	$ 82,927.28
SOUTHERN DOOR SCHOOL DISTRICT 01/10/20 Check # 86364 01/20 Tax Settlement 01-000-000-24620	$ 162,522.29

STURGEON BAY SCHOOL DISTRICT 01/10/20 Check # 86365 1/20 Tax Settlement 01-000-000-24610	$ 2,740,540.23
PITNEY BOWES 01/10/20 Check # 86366 Statement Charges 01-199-000-57250	$169.98
AT&T MOBILITY 10/10/20 Check # 86367 12/19 Cellphone Statement Charges 01-215-000-58250	$713.66
DCRM 01/10/20 Check # 86368 Stone Harbor Property Tax Refund & Settlement 01-130-000-51910	$64,544.01
TOTAL MANUAL CHECKS	**$4,545,878.28**

INVOICES DUE ON/BEFORE 01/21/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

SUMMARY OF FUNDS:

GENERAL FUND	82,194.35	4,628,072.63
CAPITAL FUND	118,782.19	
CABLE TV	67.77	
SOLID WASTE ENTERPRISE	2,798.61	
TOTAL --- ALL FUNDS	203,842.92	4,749,721.20

Helen Bacon 1/14/2020
Seth Wiedenbeck 1/14/2020
[illegible] 1/14/2020

8a.

COMMON COUNCIL
January 7, 2020

A regular meeting of the Common Council was called to order at 7:04 pm by Mayor Ward. The Pledge of Allegiance was recited. Roll call: Bacon, Hayes, Williams, Avenson, Wiederanders and Reeths were present. Nault was excused.

Bacon/Reeths to adopt agenda. Carried.

Mayor Ward recognized retiring Lt. Ken Doell from the Sturgeon Bay Fire Department.

Scott Moore, 947 Pennsylvania Street spoke during public comment.

Bacon/Wiederanders to approve following bills: General Fund - $131,819.33, Capital Fund - $125,602.86, Cable TV - $5,101.63, TID #4 – $20.89 and Solid Waste Enterprise Fund - $3,358.91 for a grand total of $265,903.62. Roll call: All voted aye. Carried.

Williams/Reeths to approve consent agenda:

a. Approval of 12/17/19 regular Common Council minutes.
b. Approval of the following minutes:
    1. Amended Parking & Traffic Committee – 11/25/19
    2. Joint Park & Recreation Committee/Board – 12/4/19
    3. Finance/Purchasing & Building Committee – 12/10/19
    4. City Plan Commission – 12/18/19
    5. Personnel Committee – 12/19/19
    6. Personnel Committee – 12/31/19
c. Consideration of: Approval of beverage operator licenses.
d. Finance/Purchasing & Building Committee recommendation re: Extend the deadline for Habitat for Humanity for build on Lot 11, Block 11 by one year.

Carried.

There were no mayoral appointments.

Avenson/Hayes that a Spring Primary should be held if three or more persons file for an office. Carried.

Avenson/Williams to read in title only and adopt the second reading of ordinance re: Create Section 7.16 of the Municipal Code – Restricted Streets. Carried.

Williams/Avenson to read in title only for the first reading of ordinance creating Section 12.09 of the Municipal Code – Cold Tar Sealant Products. Carried.

Bacon/Hayes to adopt resolution amending current deferred compensation plan to include North Shore Bank as an additional provider. Carried.

RECOMMENDATION

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

PERSONNEL COMMITTEE
By: Dan Williams, Chr.

Introduced by Williams. Williams/Reeths to adopt.

Carried.

RECOMMENDATION

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

PERSONNEL COMMITTEE
By: Dan Williams, Chr.

Introduced by Williams. Williams/Avenson to adopt. Carried.

The following items were requested for future agendas: (Avenson) CPS – How the proposed RV Park affects City of Sturgeon Bay; (Avenson) CPS – PFAF's issue and was it means to the City.

City Plan Commission Chair Ward, Finance/Purchasing & Building Committee Chair Bacon and Park & Recreation Committee Chair Hayes presented reports for their respective committees/commissions.

City Administrator VanLieshout gave his report.

Mayor Ward gave his report.

After Mayor Ward announced the statutory basis, Wiederanders/Bacon to convene in closed session in accordance with the following exemptions: ~~a. Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis. Stats. 19.85(1)(e) Consideration of: Collective Bargaining Agreements~~. b. Conferring with legal counsel for governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Wis. Stats. 19.85(1)(g); Consideration of: Door County Case No. 16-CV-129, Stone Harbor excessive tax assessment matter. Roll call: Carried. The meeting moved to closed session at 7:49 pm and adjourned at 8:17 pm.

Respectfully submitted,

Stephanie L. Reinhardt

Stephanie L. Reinhardt
City Clerk/HR Director

8b1.

AESTHETIC DESIGN & SITE PLAN REVIEW BOARD
Monday, December 9, 2019

The Aesthetic Design & Site Plan Review Board meeting was called to order at 6:00 p.m. by Vice Chair Mark Struck in the Council Chambers, City Hall, 421 Michigan Street.

Roll call: Members Dave Augustson, Mark Struck, Dennis Statz, Cheryl Frank, Cindy Weber and Jon Burk were present. Mark Lake was absent. Also present were Community Development Director Marty Olejniczak, Planning & Zoning Administrator Chris Sullivan-Robinson and Assessing Dept. Clerk Peggy Tong.

Adoption of agenda: Motion to adopt agenda by Mr. Statz, seconded by Mr. Augustson.
1. Roll call.
2. Adoption of Agenda.
3. Approval of minutes from October 7, 2019.
4. Consideration of: Cooperative Ground Sign Revision - 1130 Green Bay Rd
5. Consideration of: Gas Canopy Signage Change – 253 Michigan St.
6. Consideration of: Ground Sign Replacement – Thunderhill Estates.
7. Consideration of: Conceptual Design Ideas for the Former Nicolet Bank – Robert Esposito.
8. Adjourn.

All ayes. Carried.

Approval of Minutes: Motion to approve the October 7, 2019 minutes by Mr. Statz, seconded by Mr. Burk. All ayes. Carried.

Mr. Sullivan-Robinson suggested to move on to item #6 since the representative for items #4 and #5 was not present. It was the consensus of the committee to move to item #6.

Consideration of: Ground Sign Replacement – Thunderhill Estates. Rachel Shiner Community Manager for Thunderhill Estates stated we would prefer to use a single upward shining ground light on each side of the main sign, as opposed to the goose neck lights preferred by the committee. The light is shielded, so it will shine only on the sign itself.

Mr. Struck asked what the sign was made of? Ms. Shiner stated that it is both natural and cultured stone. The replacement sign is similar in size with a slightly different design.

Mr. Sullivan-Robison indicated the issue with this Item is the lighting. The Chairman did not feel comfortable approving the signs, because of the external lighting. The property manager is replacing two signs in Thunderhill Estates I and one in Thunderhill Estates II. He also stated the committee has approved similar lights on several other projects recently.

Mr. Statz recommended a 12 lumen LED light would certainly be bright enough to light up the sign. Ms. Shiner will check with the electrician. Ms. Weber was in favor of the single lights and the new design of the signs. Mr. Augustson asked about landscaping. Ms. Shiner indicated there is currently only grass at the base, they may put in some landscaping in the spring.

Motion to approve the lighting and the signs by Ms. Weber, seconded by Mr. Burk. All ayes. Carried.

Mr. Struck stated the committee will returned to item number four.

Consideration of: Cooperative Ground Sign Revision - 1130 Green Bay Rd. Sign Contractor Neil Jarmon stated the cooperative ground sign is being upgraded with a digital display for the gas prices below the BP logo. He stated Mr. Sullivan- Robinson indicated an opaque sign is preferred. The BP logo would be illuminated and everything else will be opaque. Motion to approve by to Ms. Weber, seconded by Mr. Burk. All ayes. Carried.

Consideration of: Gas Canopy Signage Change – 253 Michigan St. Sign Contractor Jarmon indicated the canopy facia was being replaced. The canopy will include three of the BP new Helios's. Mr. Sullivan-Robinson stated the issue is the lighting.

Mr. Struck inquired if they could be dimmed if needed. Mr. Jarmon stated there is no dimmer on this type of canopy sign. Motion to approve as presented by to Mr. Statz, seconded by Mr. Augustson. All ayes. Carried.

Consideration of: Conceptual Design Ideas for the Former Nicolet Bank – Robert Esposito. Mr. Struck thought it was premature for Mr. Esposito to be at this meeting since it was just conceptual. Mr. Sullivan stated the applicant was here to gauge the committee's acceptance of a more modern/contemporary for the former Nicolet Bank.

Mr. Olejniczak continued various other applicants have come to our committees to present ideas and get feedback on if the direction they are going would be acceptable.

Mr. Esposito showed the committee several different examples of projects. He explained different uses which he had in mind. There will be several uses in the same building.

No formal action was taken.

Adjourn Motion to adjourn by Mr. Statz, seconded by Mr. Burk. All ayes. Carried. Meeting adjourned at 6:45 p.m.

Respectfully Yours,

Peggy J Tong
Assessment Clerk

8b2.

FINANCE/PURCHASING & BUILDING COMMITTEE
December 31, 2019

A meeting of the Finance/Purchasing & Building Committee was called to order 4:00 pm by Chairperson Bacon in the Council Chambers, City Hall. Roll call: Alderpersons Bacon, Wiederanders and Williams were present. Also present: City Administrator Van Lieshout, City Treasurer/Finance Director Clarizio, Police Captain Brinkman, Municipal Services Director Barker and Receptionist Metzer. Fire Chief Dietman entered at 4:08pm.

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

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: Purchase one 2020 Ford Explorer Police Interceptor Vehicle.
5. Consideration of: Sole Source Purchase of Trackless MT7.
6. Review bills.
7. Adjourn.

Carried.

The following spoke during public comment on agenda items: Chris Kellems, 120 Alabama St.

Consideration of: Purchase one 2020 Ford Explorer Police Interceptor Vehicle:
Police Captain Brinkman stated that $43,000 was approved in the 2020 capital budget for the purchase of a patrol vehicle including equipment, switch over and graphics. One bid was received from Jim Olson Ford, Lincoln in the amount of $33,339.

Moved by Alderperson William, seconded by Alderperson Wiederanders to recommend to Common Council to approve the purchase of one 2020 Ford Explorer Police Interceptor squad from Jim Olson Ford, Lincoln in the amount of $33,339 plus DMV fees. Carried.

Consideration of: Sole Source Purchase of Trackless MT7:
Municipal Services Director Barker stated that the last trackless purchase came from Bruce Municipal and that they are the only dealer in the Wisconsin. The 2020 budget allocated $145,000 for the purchase of a trackless with attachments. The total cost for the 2020 trackless with attachments less the $2,500 trade in of a 2000 trackless is $141,774.

Moved by Alderperson William, seconded by Alderperson Wiederanders to recommend to Common Council to approve the sole source purchase of a 2020 trackless MT7 with optional telescoping loading chute, and trade in a 2000 trackless at $2,500 for a total cost not to exceed $141,774. Carried.

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

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to adjourn. Carried. The meeting adjourned at 4:17 pm.

Respectfully submitted,
Tricia Metzer

8b3.

COMMUNITY PROTECTION & SERVICES COMMITTEE
January 2, 2020

A meeting of the Community Protection & Services Committee was called to order at 4:30 p.m. by Chairperson Williams in the Council Chambers, City Hall. **Roll Call:** Members Mr. Williams, Ms. Reeths and Mr. Wiederanders were present. Also present from City Departments were Mr. VanLieshout, Mr. Barker, Mr. Sullivan-Robinson, Chief Porter, Lt. Henry, Alderpersons: Nault, Hayes, Bacon and Mr. Stawicki.

Moved by Ms. Reeths, seconded by Mr. Wiederanders to adopt the following agenda:

1. Roll Call
2. Adoption of Agenda
3. Public Comment on Agenda and Non-Agenda Items
4. Consideration of: Setting the Hours for the Compost Site in 2020
5. Consideration of: Changes to the Sign Ordinance
6. Consideration of: Review of Age Limits in the Vaping Ordinance
7. Discussion of: Green Tier Community
8. Adjourn

Public Comment
Scott Moore: 947 Pennsylvania Street

Compost Site Hours
Municipal Services Director, Mike Barker, asked the Committee to approve the proposed change to the Compost Site hours to be:

- Spring and Fall hours (March 15-May 14 and October 1-December 15): 7:00am-3:00pm Monday, Tuesday, Thursday and Friday; 10:00am-6:00pm Wednesday; 8:00am-2:00pm Saturday and Sunday.
- Summer hours (May 15-October 1): 8:00am-4:30pm Monday thru Friday; 8:00am-2:00pm Saturday and Sunday.
- Charge a monthly fee of $2.00 which would be added to the current solid waste fee.

Discussion regarding the use of a vehicle sticker vs an identification card with proof of a current address occurred, with a decision that the required ID would be a driver's license, and if needed proof of residence. Also discussed was have two days in summer have hours from 10:00am-6:00pm, instead of just one day.

Moved by Mr. Williams, seconded by Ms. Reeths, to recommend to approve the following hours for the City Compost Site, with flexibility for change:

- Spring and Fall hours (March 15-May 14 and October 1-December 15): 7:00am-3:00pm Monday, Tuesday, Thursday and Friday; 10:00am-6:00pm Wednesday; 8:00am-2:00pm Saturday and Sunday.
- Summer hours (May 15-October 1): 8:00am-4:30pm Monday thru Friday, with two of these days to have hours of 10:00am-6:00pm to be determined; 8:00am-2:00pm Saturday and Sunday.

A monthly fee of $2.00 which would be added to the current solid waste fee. A driver's license shall be used for proof of residency; if driver's license does not match City property address, then a form of utility bill will suffice as validation. *All ayes. Carried.*

Sign Ordinance
Review and discussion regarding the draft sign ordinance by Christopher Sullivan-Robinson.
Moved by Mr. Wiederanders, seconded by Ms. Reeths, to approve the sign ordinance as presented. All ayes. Carried.

Age Limits in the Vaping Ordinance
Alderperson Nault suggested looking into raising the age to 21. Chief Porter responded the age limit cannot be changed at this time because of State regulations. As of January 1, 2020, the Federal government raised the age to 21, however, there is still confusion as how to enforce it because of local/State laws currently in place. At this time, the only enforceable law is regarding vaping/tobacco use where prohibited. Chief Porter will follow up with his State contacts on how to proceed, and will bring more information back to the Committee in February.

Green Tier Community
Informational update on what direction the City is looking into: The Mayor will be looking into appointing a committee to look at this topic. A presenter on the Green Tier Program will be at the County Board meeting on January 28, 2020 at 10:00am (421 Nebraska Street). The City Council, DCEDC and SBVC are encouraged to be present to gather more information and have any questions answered.

Moved by Mr. Wiederanders, seconded by Ms. Reeths, to adjourn the meeting of the Community Protection Services Committee. All ayes. Carried. The meeting was adjourned at 5:10 p.m.

Respectfully submitted,

Sarah Spude-Olson

Sarah Spude-Olson
Police Department
Administrative Office Manager

8b4.

BOARD OF PUBLIC WORKS
January 7, 2020

A meeting of the Board of Public Works was called to order by Chair Bacon at 6:00 p.m. by Chairperson Bacon. Roll call: Members Mayor Ward, Bacon, Hayes, Williams, Avenson, Wiederanders and Reeths were present. Nault was excused.

Williams/Avenson to adopt agenda.

1. Call to order.
2. Roll call.
3. Adoption of agenda.
4. Consideration of: Approval of Five Year Capital Plan and 2020 Roadway Improvements.
5. Adjourn.

Carried.

Chad Shefchik, City Engineer, summarized the road work and budget from 2019. He continued with summarizing the PASER pavement rating system for projects for 2020. It was noted that it is anticipated that 2.9 miles of roads would be included in the proposed 18 projects that make up the proposed capital roadway improvements and the two capital projects.

The 2020 proposed capital roadway projects include:

1. E Walnut Drive (from E Walnut Place to S Tomahawk Ave)
2. Circle Ridge Place (from S Ridgway Drive to Quarter Deck Lane)
3. S Hudson Ave (from W Maple Street to W Pine Street)
4. W Pine Street (from S Lansing Ave to S Hudson Ave)
5. S Ridgeway Drive (from Tacoma Beach Road to termination)
6. E Binnacle Place (from S Ridgeway Drive to S Ridgeway Ave)
7. S Ridgeway Ave (from E Binnacle Place to E Compass Street)
8. Shiloh Road (from E Leeward Street to Division Road)
9. Louisiana Street (from N 4th Ave to N 5th Avenue)
10. Louisiana Street (from N 9th Ave to N 12th Ave)
11. N 10th Place (from Louisiana Street to N 11th Place)
12. Bluebird Street (from N 12th Place to N 14th Avenue)
13. Memorial Drive (from Utopia Circle – East to Utopia Circle – West)
14. S 15th Ave (from Memorial Drive to Texas Street)
15. Utah Street (from S 15th Ave to S 18th Ave)
16. Jefferson Place (from N 18th Ave to Kentucky Place)
17. Barrick Road (from N Ashland Ave to N Duluth Place)
18. W Oak Street (from S Duluth Ave to S Columbia Ave)

Two other capital projects also proposed for 2020:

1. 708 N 7th Ave (along Florida Street)
2. Maple/Oregon Street Bridge (Thin polymer overlay)

The proposed 2020 capital roadway improvement projects are expected to use approximately $1,354,138 of the $1,335,000 budget.
Hayes/Avenson to approve the five year capital plan including the authorization for the preparation of bid documents for the 2020 capital roadway improvement projects as described. Carried.

Williams/Avenson to adjourn. Carried. Meeting adjourned at 6:54 p.m.

Respectfully submitted,

Stephanie R. Reinhardt

Stephanie Reinhardt
City Clerk/HR Director

8c1.

Sturgeon Bay

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 DECEMBER 2019 FIRE REPORT

DECEMBER INCIDENTS: 121
2019 TOTAL INCIDENTS: 1,437

INCIDENTS BY JURISTICTION: **AVERAGE RESPONSE TIME:**

CITY - East Side: 76 Year to Date: 911 EMERGENT: 4.11 Minutes NON-EMERGENT: 4.23 Minutes
63 – Medical Incident
01 – Excessive Heat, Scorch, Burn, No Fire
02 – Assist Law Enforcement/Gvmt Agency
01 – Structure Fire
02 – Carbon Monoxide Incident
06 – Alarm/Detector Activation, No Fire
01 – Gas/Flammable Liquid Spill

CITY - West Side: 35 Year to Date: 364 EMERGENT: 3.27 Minutes NON-EMERGENT: 4.33 Minutes
01 – Chimney Fire
01 – Assist Law Enforcement/Gvmt Agency
01 – Smoke/Odor Removal
01 – Gas Leak
27 – Medical Incident
01 – Animal Problem
02 – Vehicle Accident
01 – Breakdown of Light Ballast

Town of Sevastopol: 06 Year to Date: 95 EMERGENT: 9.03 Minutes NON-EMERGENT: 7.57 Minutes
01 – Alarm/Detector Activation, No Fire
01 – Chimney Fire
01 – Vehicle Accident
01 – Natural Vegitation Fire
01 – Medical Incident
01 – Assist Law Enforcement/Gvmt Agency

Town of Sturgeon Bay: 04 Year to Date: 53 EMERGENT: 10.42 Minutes NON-EMERGENT: N/A
03 – Medical Incident
01 – Alarm/Detector Activation, No Fire

MUTUAL AID/MABAS INCIDENTS

Gibraltar:	0	Year to Date: 01
Egg Harbor:	0	Year to Date: 02
Sister Bay:	0	Year to Date: 01
Southern Door:	0	Year to Date: 09
Jacksonport:	0	Year to Date: 01

INPECTION REPORT:

	Regular Inspections	Re Inspections	Occupancy Inspections	Hours
Inspections – City of Sturgeon Bay:	03	35	0	23.5
Inspections – Town of Sevastopol:	0	0	0	0
Inspections – Town of Sturgeon Bay:	0	0	0	0
Inspections – Town of Jacksonport:	0	0	0	0

-

SPECIAL REPORTS, TRAINING AND MAINTENANCE

MAINTENANCE:
Firefighters winterized the fire pump on Brush 5; dismantled the drives on Marine 1 for repair and re painting; maintenance on SCBA at the Justice Center; dismantled the fire pump on Marine 1 and ordered parts for repair; replaced a charging base on Brush 8; ran new cables and new antenna at west side station and repaired a fan at west side station.

TRAINING:
170.15 hours of training was conducted in December. Firefighters trained with driving and pump operations, conducted our annual standard operating guidelines (SOG) and policy review; PT FF Savenko completed Firefighter I training; on duty firefighters trained with rope/rescue techniques; forcible entry; online FEMA and mayday training; ice rescue training with US Coast Guard; forcible entry; hydrant procedures and drone training.

OTHER:
Fire Chief and AC attended City and other Town meetings. We hired two new Part – Time Firefighters: John Jorns and Brent Haberli.

8c2.

CITY OF STURGEON BAY
INSPECTION DEPARTMENT

December 31, 2019

THE FOLLOWING IS THE MONTHLY SUMMARY OF THE ACTIVITIES OF THE INSPECTION DEPARTMENT FOR THE MONTH OF DECEMBER 2019

December-19	YEAR TO DATE		December-19	YEAR TO DATE
1	10	ONE FAMILY DWELLINGS	286,000	2,654,182
0	2	TWO FAMILY DWELLINGS	-- -----	527,250
0	3	MULTIPLE FAMILY DWELLINGS	-- -----	1,529,000
0	3	MANUFACTURED HOME	-- -----	148,200
0	0	C.B.R.F.	-- -----	-- -----
1	6	RESIDENTIAL ADDITIONS	34,000	185,312
2	48	RESIDENTIAL ALTERATIONS	40,000	662,112
0	13	RESIDENTIAL GARAGES/CARPORTS	-- -----	270,202
0	3	RESIDENTIAL GARAGE ADDITIONS & ALTERATIONS	-- -----	8,000
0	10	RESIDENTIAL STORAGE BUILDINGS	-- -----	65,000
0	0	RESIDENTIAL SWIMMING POOLS	-- -----	-- -----
0	0	NON-RESIDENTIAL SWIMMING POOLS	-- -----	-- -----
0	1	NEW COMMERCIAL BUILDINGS	-- -----	1,481,140
0	6	NON-RESIDENTIAL GARAGES & STORAGE BUILDINGS	-- -----	614,780
0	0	NON-RESIDENTIAL ADDITIONS	-- -----	-- -----
1	39	NON-RESIDENTIAL ALTERATIONS	10,950	3,879,483
0	0	MUNICIPAL BUILDINGS	-- -----	-- -----
0	0	WAREHOUSES	-- -----	-- -----
0	0	FACTORY & SHOP	-- -----	-- -----
0	0	COMMUNICATION TOWER	-- -----	-- -----
0	0	SUBSTATION	-- -----	-- -----
0	0	AGRICULTURAL BUILDINGS	-- -----	-- -----
5	144	**TOTAL ESTIMATED COST OF CONSTRUCTION**	$370,950	$12,024,661

December-19	YEAR TO DATE	TOTAL PERMITS ISSUED	December-19	YEAR TO DATE
5	144	BUILDING PERMITS	988	36,430
10	157	ELECTRICAL PERMITS	796	21,122
3	64	PLUMBING PERMITS	404	9,487
4	66	HEATING PERMITS	922	17,065
9	140	SIGN PERMITS	310	4,780
0	9	MISCELLANEOUS PERMITS	-- -----	525
0	0	SUMP PUMP PERMITS	-- -----	-- -----
0	0	ELECTRICIAN LICENSES	-- -----	-- -----
1	1	EARLY STARTS	100	100
2	13	EROSION CONTROL	250	1,475
0	0	STATE PLAN APPROVALS	-- -----	-- -----
1	27	PARK & PLAYGROUND PAYMENTS	300	8,100
1	14	WISCONSIN PERMIT SEALS	35	490
0	5	ZONING BOARD OF APPEALS APPLICATIONS	-- -----	1,500
1	3	ZONING CHANGES/P.U.D. APPLICATIONS	425	1,317
0	1	PLAN COMMISSION - CONDITIONAL USES	-- -----	300
1	4	CERTIFIED SURVEY MAP REVIEWS	30	310
0	0	SUBDIVISION PLATTING REVIEW	-- -----	-- -----
0	0	MISCELLANEOUS REVENUE	-- -----	
0	0	(COPIES, POSTAGE, SALE OF MAPS, ETC.)	-- -----	-- -----
0	0	RESIDENTIAL BUILDINGS MOVED	-- -----	-- -----
0	0	NON-RESIDENTIAL BUILDINGS MOVED	-- -----	-- -----
0	0	CHANGE OF USE	-- -----	-- -----
1	2	RESIDENTIAL OCCUPANCY FEES	50	125
0	35	COMMERCIAL OCCUPANCY FEES	-- -----	2,474
0	0	PIER PERMIT	-- -----	-- -----
0	7	DEMOLITION	-- -----	175
1	18	PLAN REVIEW FEE	400	8,335
		ADMIN FEE	178	4,427
TOTAL RECEIPTS DEPOSITED WITH CITY TREASURER			$5,188.00	$118,537.00

Cheryl Nault
Building Inspection Dept.

8d.

BEVERAGE OPERATOR LICENSE:

1. Ortiz-Guzman, Angel F.

8e.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the purchase of one 2020 Ford Explorer Police Interceptor squad from Jim Olson Ford, Lincoln in the amount of $33,339.00 plus DMV fees.

Respectfully submitted,

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: December 31, 2019

****

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

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

EXECUTIVE SUMMARY

TITLE: Purchase one 2020 Ford Explorer Police Interceptor Vehicle.

BACKGROUND: The police department currently has one Ford Explorer Police Interceptor squad to replace in the patrol fleet for 2020. $43,000 was approved in the 2020 budget for the purchase of one patrol vehicle. The below bids were sent and received.

Jim Olson Ford, Lincoln.....$33,339

Dorsch Ford, Kia.....No response

Kayser Ford.....No response

FISCAL IMPACT: $43,000 was approved in the FY2020 budget for the purchase of one Ford Explorer Police Interceptor squad. This amount includes any equipment needed, switch over, and graphics.

RECOMMENDATION: Approve the purchase of one 2020 Ford Explorer Police Interceptor squad from Jim Olson Ford, Lincoln in the amount of $33,339 + DMV fees.

PREPARED BY: Daniel Brinkman
Daniel Brinkman, Captain

REVIEWED BY: Arleigh R Porter
Arleigh Porter, Chief of Police

REVIEWED BY: Valerie Clarizio
Valerie Clarizio, Finance Director/City Treasurer

APPROVED BY: 12/26/19
Josh VanLieshout, City Administrator

DATE: December 9, 2019

Project 2020 SUV Patrol Vehicle - PD

Bidder	Bid Bond	Signed	Amount	Remarks
Jim Olson				2020 Ford Explorer SUV $33,339 + DMV fees

8f.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the sole source purchase of a 2020 trackless MT7 with optional telescoping truck loading chute, and trade in a 2000 trackless valued at $2,500 for a total cost not to exceed $141,774.

Respectfully submitted,

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: December 31, 2019

****

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

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

Executive Summary

Date: 18 DEC 2019

Title: Sole Source Purchase of Trackless MT7

Background: The City of Sturgeon Bay Street Department would like to exercise the sole source option to purchase one Trackless MT7 from Bruce Municipal. Bruce Municipal is the only Trackless dealer in Wisconsin and they are the dealer responsible for delivering equipment to the state of Minnesota through a state contract. Since 1992 Trackless has been the only unit that the Street Department has purchased due to their reliability, great performance and excellent product support from Bruce. We currently have three of these units, all of which have interchangeable parts. All of our current accessories such as the snow blower, rear mounted hydraulic drop spreader, and broom are interchangeable and will be with the new unit.

During the 2020 budget process there was $145,000 budgeted to account 10-410-000-59065 for the purchase of a trackless with blower attachment. The combined cost of the new machine and blower attachment and telescoping truck loading chute is $144,274. There is a trade in allowance for our 2000 Trackless of $2,500 for a total cost to the city of $141,774.

Fiscal Impacts: $141,774

Recommendation: Staff recommends exercising sole source option to purchase the new 2020 Trackless MT7 with optional telescoping truck loading chute for $144,274 and trading in our 2000 Trackless valued at $2,500 for a total cost of $141,774.

Prepared By: _____ **Date:** 18 DEC 2019
Mike Barker
Municipal Services Director

Reviewed By: Valerie Clarizio **Date:** 12/20/19
Valerie Clarizio
Finance Director

Reviewed By: _____ **Date:** 12/20/19
Josh VanLieshout
City Administrator

8g.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend to approve the following hours for the City Compost Site, with flexibility for change:

- Spring and Fall hours (March 15-May 14 and October 1-December 15): 7:00am-3:00pm Monday, Tuesday, Thursday and Friday; 10:00am-6:00pm Wednesday; 8:00am-2:00pm Saturday and Sunday.
- Summer hours (May 15-October 1): 8:00am-4:30pm Monday thru Friday, with two of these days to have hours of 10:00am-6:00pm to be determined; 8:00am-2:00pm Saturday and Sunday.

Approve adding a monthly fee of $2.00 to the current solid waste fee; and allowing use of a driver's license as proof of residency. If a driver's license does not match a City property address, then a form of utility bill will suffice as validation.

Respectfully submitted,
COMMUNITY PROTECTION AND SERVICES COMMITTEE
By: Dan Williams, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 2, 2020

* * * * * * * * * *

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2020.

Executive Summary

Date: 22 November 2019

Title: Proposed Changes to the City's Compost Site

Background: The current situation at the City's compost site could potentially lead to the sites closure if changes are not made. The City spends roughly $35,000 to maintain the site annually, this cost is completely covered by tax dollars of city residents. Currently, the site is open 24 hours, 7 days per week. This is a great convenience to residents but leads to random unauthorized dumping at the site. In an average week, staff removes several hundred pounds of unauthorized material from the pile. Several boards of lumber with nails, plastic bags, garbage cans and other pieces of trash are removed daily. Staff has even found buckets of some form of excrement in the pile. Even though staff works daily to keep the brush and lawn clipping pile free of liter, there is still an abundance that makes it into the shredding machine. With that, the final product has shredded up plastic, paper, and other foreign materials mixed in which makes it undesirable for use in gardens and flower beds. If we have a better product it will be used by more people. In 2018, DPW expended approximately 100 hours to haul unused product to a local site where it was further composted, mixed with a lesser quality soil then screened into topsoil.

With the site being open all hours we can not enforce who uses it or what is dumped there. We do not have a monitoring system where we can attempt to track down violators. Attempts were made in the past to monitor the site with trail cameras without success. This proved to be ineffective due to not being able to see what folks have in their vehicles or trailers. The only accurate way this can be done is by someone inspecting what is being dumped. A high quality monitoring system with recording in combination with constant supervision would be the best scenario for eliminating illegal dumping at the site. A monitoring system is also needed at our snow dump site near the SBFD training site since there is also a lot of illegal dumping there.

Only Residents of the City of Sturgeon Bay as well as non-residents who own a residence within the city can dump for free. Residents of Sevastapool and the Town of Sturgeon Bay can use the site if they purchase a $100 permit. Contractors must purchase a seasonal permit for $1000. On an average year, six permits are sold to contractors. In 2019 only one was sold. Annually, the City pays about $18,000 to have all of the brush shredded into mulch and the lawn clippings pile shredded for quicker decomposition into compost.

During the budget process the Department of Public Works requested an additional part-time employee. Unfortunately, funding was not available for such at that time; however, during the course of the budget meetings, staff was asked to continue looking for means to fund the position. Staff believes changing how business is done at the compost site will not only improve the compost product for the residents, but it will also free up and provide resources to fund a part-time employee. Revamping this program and adding an additional employee will help DPW to better maintain the City's public spaces for our residents. Additionally, as yard waste/compost is not a covered service, there will be no negative adjustments to future levies, and this will provide for a more equitable distribution of the cost of this service.

Proposal options:

1. Close site to residents, keep it operating for City Municipal Service puropses only.

2. Keep it operating as we currently do. If this is chosen it is only a matter of time until the DNR closes the site due to illegal dumping.

3. Set scheduled hours of operation for the site, and lock the gate when closed. Proposed hours would be 7:00 – 3:00 Monday through Friday.

4. Set scheduled hours of operation for the site, and when the site is closed we would lock the gate.
   - Spring and Fall Hours (Mar 15 – May 14 and Oct 1 – Dec 15) : 7:00 – 3:00 M, T, T, F, 10:00 – 6:00 (or sunset) on Wednesdays, 8:00 – 4:00 Saturday.
   - Summer Hours (May 15 – Oct 1): 8:00 – 4:30 M-F, 8:00 – 2:00 Sat and Sun
   - Charge a monthly fee of $2 which would be added to the current solid waste fee and issue 1 window sticker for participants. The sticker must be attached to a window for it to be valid.

Fiscal Impacts:

- Option 1 would result in an estimated savings of $15,000.
- Option 2 would have no fiscal impact.
- Option 3 would have no fiscal impact.
- Option 4: If option 4 is adopted, the city would receive $105,120 annually to fully fund the compost site (there are currently 4380 residents who use our solid waste service). These funds would also be used to fund an additional part-time employee for the Public Works / Parks Department.

Recommendation: Staff fully supports and recommends changing the hours and adding $2 to our solid waste service fee described in Option 4.

Prepared By: _____ **Date:** 22 NOV 2019
Mike Barker
Municipal Services Director

Reviewed By: Valerie Clarizio **Date:** 11/22/19
Valerie Clarizio
Finance Director

Reviewed By: Josh VanLieshout **Date:** 11/22/19
Josh VanLieshout
City Administrator

8h.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the price adjustment for the purchase of a 2019 John Deere 2090M with rear and side Tiger flail mowers from EIS Implement in an amount not to exceed $63,231.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 14, 2020

****

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2020.

Executive Summary

Date: 09 January 2020

Title: Price adjustment for a 2019 John Deere 5090M, 4X2, With Rear and Side Flail Mower

Background: In May 2019 Municipal Services Department opened bids for a new 2019 tractor with rear and side flail mower. The process was in accordance with the City of Sturgeon Bay Purchasing & Property Accountability Policy. There was only one bid received. After receiving the tractor and mowers and Eis Implement Inc. taking the City's tractors it was noticed that the invoice did not match with the proposal that was approved through the Finance Committee and the Common Council. Due to a clerical error by Eis Implement, the price was $20,000 higher than the proposal. When Eis Implement transferred their bid to the City's bid document they used their bid amount as the price line, then they deducted the trade-in value which led to the error.

Eis Implement Inc, Two Rivers, WI
(1) 2019 John Deere 5090M, 4X2 with rear and side flail mower

Purchase Price	$83,231
Trade in Value 95 Ford	$5,000
Trade in Value 00 New Holland	$15,000
1300 lb counterweight option	$2,600
Final Cost	$63,231

The Director of Finance and Director of Municipal Services had a meeting with the sales associate form Eis Implement where he showed how there is very little money made by their dealership and explained how the error was made. Both were satisfied that it was an error and not an attempt to win a bid. Again, only one bid was received through the public bidding process, so had Eis bid been submitted without the error, it would have still been accepted by the City since the equipment meets the standards of the specs, and the pricing was within the City's budget.

The 2019 capital budget, 10-400-000-59060, included $79,100 for the purchase of a tractor and flail mowers.

Fiscal Impacts: $63,231

Recommendation: Staff recommends purchasing the (1) New 2019 John Deere 5090M with rear and side Tiger flail mowers from Eis Implement at a price not to exceed at a price of $63,231, including the trade of our 1995 Ford 6640 and our 2000 New Holland TL-90.

Prepared By: _____ **Date:** 10 JAN 2020
Mike Barker
Municipal Services Director

Reviewed By: Valerie Clarizio **Date:** 1/10/20
Valerie Clarizio
Finance Director

Reviewed By: _____ **Date:** 1/10/20

Josh VanLieshout
City Administrator

JOHN DEERE

Invoice for Purchase Order for John Deere Equipment (U.S. Only)

PO# 06770212
PO Revision# Original

Invoice Number

Invoice Date Jan 03, 2020

PURCHASER'S NAME - First Signer (First, Middle Initial, Last) CITY OF STURGEON BAY PUBLICS WORKS	DATE OF ORDER Jan 06, 2020	COMPANY UNIT 08	DEALER ACCOUNT NO. 083838
(SECOND LINE OF OWNER NAME)	DEALER ORDER NO. 08122729		
STREET OR RR 835 N 14TH AVE	SOC.SEC.	IRS NO.	EIN.NO.
TOWN: STURGEON BAY; STATE: WI; ZIP CODE: 54235	TRANSACTION TYPE Cash Sale	PURCHASER SALES TAX EXEMPT	
COUNTY: Door; PURCHASER ACCT.; PHONE NO.: 920-746-6922	SELLER'S NAME & ADDRESS EIS Implement, Inc. 8431 County Road B Two Rivers, WI 54241 920-684-0301		
E-MAIL ADDRESS			
PURCHASER'S NAME - Second Signer			
STREET OR RR			
TOWN; STATE; ZIP CODE			
Use County: DOOR; Use State/Province: WI			

I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.

± ***NOTICE:*** Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere. Purchaser may deactivate Telematics by contacting the JDLink Global Support group at 1-800-251-9928 or via email at jdlinksupport@johndeere.com.

QTY	NEW	DEMO	RENTAL	USED	Equipment & Value Added Service (Give Model, Size & Description)	Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)	
1	X				2019 JOHN DEERE 5090M Utility Tractor **Stock # 15525**	0	1LV5090MHKK101075	$ 44,150	00
1	X				2019 TIGER TSF-75	0		$ 39,081	00

I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

TOTAL CASH PRICE $ 83,231 00

QTY	DESCRIPTION OF TRADE-IN	Hours of Use	PRODUCT IDENTIFICATION NUMBER	AMOUNT	
1	FORD 6640	6417	BD76092	$ 5,000	00
1	2000 NEW HOLLAND TL-90	500	001191540	$ 15,000	00
			TOTAL TRADE-IN ALLOWANCE	$ 20,000	00

PURCHASER TYPE
1 Commercial

MARKET USE
92 Highway Mowing

COMMENTS:

1. TOTAL CASH-PRICE	$ 83,231	00
2. TOTAL TRADE-IN ALLOWANCE	$ 20,000	00
3. TOTAL TRADE-IN PAY-OFF	$ 0	00
4. BALANCE	$ 63,231	00
5. Wire Transfer Fee -Taxable	$ 0	00
6. Wire Transfer Fee - Non Taxable	$ 0	00
10. EST. SERVICE AGREEMENT TAXES	$ 0	00
11. SUB-TOTAL	$ 63,231	00
12. CASH WITH ORDER	$ 0	00
13. RENTAL APPLIED	$ 0	00
14. CASH DISCOUNT	$ 0	00
15. BALANCE DUE	$ 63,231	00

IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**

NOTICE: Use of John Deere Services, if applicable, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not use the Services.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

ACKNOWLEDGEMENTS -I (We) promise to pay the Balance Due (line 15) shown above in cash, or to execute a Time Sale Agreement (Retail InstallmentContract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment,title shall remain in the seller until one of the foregoing is accomplished.

Executive Summary

Date: May 2, 2019

Title: Award of Bid for a 2019 John Deere 5090M, 4X2, With Rear and Side Flail Mower

Background: On May 1, 2019 the Municipal Services Department opened bids for a new 2019 tractor with rear and side flail mowers. In accordance with the City of Sturgeon Bay Purchasing & Property Accountability Policy, specifications were prepared and competitive sealed bidding was used to obtain pricing. One bid was received:

Eis Implement Inc, Two Rivers, WI
(1) 2019 John Deere 5090M, 4X2 with rear and side flail mower

Purchase Price	$60,631
Trade in Vaule 95 Ford	$5,000
Trade in Value 00 New Holland	$15,000
1300 lb counterweight option	$2,600
Final Cost	$43,231

The 2019 capital budget, 10-400-000-59060, included $79,100 with a trade amount of $21,500 leaving $57,600 available for the balance of the purchase of the tractor and flail mowers.

I recommend purchasing the new 2019 John Deere 5090M with rear and side Tiger flail mowers from Eis Implement.

Fiscal Impacts: $43,231 and trade in of our 1995 Ford 6640 valued at $5,000 and our 2000 New Holland TL-90 valued at $15,000.

Recommendation: Staff recommends purchasing (1) New 2019 John Deere 5090M with rear and side Tiger flail mowers from Eis Implement Ford F-350 R/C 4X2 at a price not to exceed $43,231, including the trade of our 1995 Ford 6640 and our 2000 New Holland TL-90.

Prepared By: Mike Barker — **Date:** 02 MAY 2019
Mike Barker
Municipal Services Director

Reviewed By: Valerie Clarizio — **Date:** 5/6/19
Valerie Clarizio
Finance Director

Reviewed By: Josh VanLieshout — **Date:** 5/7/19
Josh VanLieshout
City Administrator

 8i.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the agreement with the Sturgeon Bay Visitor Center for Graham Park Improvements.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 14, 2020

****

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2020.

EXECUTIVE SUMMARY

TITLE: Consideration of: Agreement with SBVC for Graham Park Improvements

BACKGROUND: At the November 5, 2019 meeting of the Common Council a conceptual plan was approved for the installation of several improvements to Graham Park. The cost of the installation and remodeling of the park is being funded by a private donor through SBVC. To ensure that the City and SBVC is of the same understanding and to assign responsibilities for the completion of the project, a simplified agreement has been prepared for execution between the SBVC and the City of Sturgeon Bay.

SBVC and their contractor has reviewed the agreement is prepared to approve the same.

FISCAL IMPACT: Park improvements valued at $300,000 made to Graham Park.

ACTION: Approve, deny or modify the agreement.

PREPARED BY: Joshua VanLieshout

REVIEWED BY: Valerie Clarizio

DATE: January 10, 2020

AGREEMENT

THIS AGREEMENT (hereinafter called the "Agreement") is made as of the ___ day of _____, 2020, by and between the THE CITY OF STURGEON BAY (the "City"), and the STURGEON BAY VISITOR & CONVENTION BUREAU, INC., a Wisconsin non-stock corporation (the "SBVCB"). The City and the SBVCB may be individually referred to as a "Party" and collectively as the "Parties."

RECITALS

A. The City owns a vacant parcel of real property legally described on the attached Exhibit A (the "Property").

B. The SBVCB has received a pledge of funds from an anonymous donor to be used for the proposed development of improvements to the Property as generally depicted on the attached Preliminary Drawing done by Sterling Landscape Services, dated September 30, 2019, a copy of which is attached hereto as Exhibit B, and to be known as Graham Park (the "Project").

C. The SBVCB desires to serve as the construction manager for the Project..

D. The City and the SBVCB have each determined that completion of the Project will result in a benefit to the City, the SBVCB and the public.

E. The City and the SBVCB desire to set forth the terms by which the Project will be approved and performed.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. License to the SBVCB. The City hereby grants to the SBVCB a non-exclusive, temporary license for the sole purpose of performing the SBVCB's obligations under this Agreement. The license shall not be assignable or sublicensed by the SBVCB, provided, however, that the SBVCB's contractors and consultants shall have access to the Property to provide labor and materials for the Project. The license shall be terminated upon final completion of, and removal of construction equipment and materials from, the Project, as required in Section 3(j) below.

2. Conditions Precedent Before Commencement of Project. The SBVCB may commence the Project only after the Parties have first fulfilled the following conditions:

(a) Plans. The SBVCB shall have presented plans of the Project (the "Plans") to the City for approval which shall include a site plan, demonstrating that the Project, when completed, will comply with all applicable federal, state and municipal code necessary for the use and enjoyment of the Project for its intended purposes. The Plans shall also include provisions for the landscaping and/or ground cover of the Project Site installed as of the date the Project is completed. The SBVCB may submit to the City proposed revisions in the approved Plans in

order to enhance the achievement of the objectives of this Agreement and to improve and refine the previously approved Plans.

(b) The SBVCB shall have obtained all permits and approvals required to commence and complete the Project. The City of Sturgeon Bay will incur the cost of permit fees for this project.

(c) Project Budget. The SBVCB shall submit to the City a budget for the Project that sets forth in detail all "hard and soft" costs of the Project, which shall included costs necessary to implement any required changes, and also contains a minimum of a 10% cost overrun contingency. SBVCB warrants that it has sufficient funds available to complete the project as presented in the plans.

(d) Project Schedule. Simultaneously with the submission of the proposed budget, the SBVCB shall submit to the City and the Property Committee a Project Schedule that will set forth the commencement date, substantial completion date and final completion date of the Project.

(e) List of Contractors. The SBVCB shall have provided the City with a list of the contractors, including name, address and principal contact information, the SBVCB proposes to use on the Project.

(f) Proof of Insurance. The SBVCB shall have delivered to the City proof satisfactory to the City of compliance with the insurance requirements in Section 3(i) below.

(g) Cooperation. The Parties shall cooperate in good faith as necessary to ensure that the above conditions precedent are fulfilled in a timely fashion.

3. General Project Requirements. As long as the SBVCB has reason to be upon the Property to complete the Project or until the date of final completion of the Project, whichever is later, the SBVCB shall abide by the following requirements:

(a) Continued Compliance with Section 1 Conditions. The SBVCB shall be in strict compliance with all of the conditions set forth in Section 1 above.

(b) Compliance with Laws. The SBVCB shall comply with all applicable federal, state, and municipal codes throughout the Project. Nothing in this Agreement shall require the City to issue any permit, variance, exception or other approval unless the SBVCB satisfies the requirements for such permit, variance, exception or other approval.

(c) Secure Site. The SBVCB shall maintain the Property in an orderly and secure manner, providing appropriate fencing or other security measures. Any equipment and material staging shall likewise be adequately secured and well ordered.

(d) Diligence. The SBVCB shall diligently pursue, and shall cause its contractors to diligently pursue, completion of the Project.

(e) Quality of Work. All work performed by or for the SBVCB or the SBVCB's consultants and contractors shall be performed in a good and workmanlike manner in accordance with the approved Plans.

(f) Non-Discrimination. In employing any contractor or purchasing any materials for the Project, the SBVCB shall not discriminate on the basis of race, color, religion, sex or national origin or any applicable law or regulation.

(g) Reports, Information and City Inspections. The City may come upon the Project Site at any time the City deems appropriate for the purpose of inspecting the Project and investigating its status and any matters that may affect the Project. The City shall endeavor to give advance notice of any such inspection to the SBVCB, which may be verbal notice, but the failure to give such notice shall not preclude the City from making any such inspection. The City may also discuss the status of construction with the SBVCB's contractors and any subcontractor, consultant or material supplier for the Project.

(h) Title. The SBVCB shall not allow any liens or encumbrances to attach to the Property. If any contractor files a lien against the Property, the SBVCB shall, within no more than 60 days after the filing of the lien, either (i) resolve the dispute and make payment, as appropriate, and provide proof of release of the lien, or (ii) pay to the Door County Clerk of Court an amount equal to 125% of the amount claimed under the lien to cause the lien to be removed as provided in §779.08 of the Wisconsin Statutes.

(i) Insurance.

(i) Insurance Required of the SBVCB. SBVCB shall keep in full force and effect during the Project a comprehensive protective liability insurance policy with personal injury limits of at least $1,000,000.00 per occurrence, property damage limits of at least $1,000,000.00 per occurrence, with aggregate coverage limits of at least $2,000,000.00.

(ii) Insurance Required of Contractors. Before any contractor that will provide any labor or materials to the Project will be allowed onto the Property, the SBVCB shall have been provided proof of insurance, in the form of certificates of insurance from each such contractor of:

(A) comprehensive protective liability insurance policy with personal injury coverage of at least $1,000,000.00 per occurrence, property damage coverage of at least $1,000,000.00 per occurrence, auto liability coverage of least $1,000,000.00; and an excess umbrella of at least $2,000,000.00.

(B) workers compensation insurance in amounts as required by statute.

(iii) Additional Insureds and Notice of Cancellation/Termination. Each policy of insurance required hereunder shall name the City as an additional insured and shall not be cancellable or terminated except upon 30 day advance notice to the City.

(iv) Insurance Companies. Each insurance company providing insurance to the SBVCB or any contractor required to provide insurance hereunder shall be licensed to do business in the State of Wisconsin and have an AM Best rating satisafactory to the City in its sole discretion.

(j) Vacating Project Site. No later than five business days after final completion of the Project, the SBVCB shall promptly remove or cause to be removed from the Property all equipment used by the SBVCB's consultants or contractors in performing the Project and shall repair and restore those portions of the Property to reasonably equivalent condition as existed prior to such activities or to the condition required by the Plans.

(k) Assignment of Warranties and Manuals. Upon final completion of the Project, all warranties of the labor and materials, including equipment, provided to the Project shall be assigned by the SBVCB to the City and all manuals for the same shall be delivered to the City.

(l) Record Drawings. Upon final completion of the Project, SBVCB shall supply to the City two sets of record drawings depicting and describing the final location, depth, quanity, and material of any underground utilities (electric, water, irrigation, and drainage).

4. Representations and Warranties.

(a) By the SBVCB. The SBVCB represents and warrants to the City, which representations and warranties shall survive completion of the Project, that:

(i) The SBVCB is a Wisconsin non-stock corporation that has filed its required annual reports with the Wisconsin Department of Financial Institutions and has not filed articles of dissolution;

(ii) Entering into this Agreement is consistent with the SBVCB's articles of incorporation and bylaws;

(iii) All actions required of the SBVCB to authorize the SBVCB to enter into this Agreement and perform its obligations hereunder have been duly taken;

(iv) The person who is executing this Agreement on behalf of the SBVCB has been duly authorized to do so by all necessary corporate action;

(v) Entering into this Agreement will not violate any agreement by which the SBVCB is bound; and

(vi) Before executing this Agreement, the SBVCB has had sufficient opportunity to review a draft of this Agreement, negotiate its terms and participate in the drafting of its final version.

(b) By City.

(i) All actions required of the City to authorize the City to enter into this Agreement have been duly taken;

(ii) The persons who are executing this Agreement on behalf of the City have been duly authorized to do so by all necessary municipal action; and

(iii) Entering into this Agreement will not violate any agreement by which the City is bound.

5. Indemnification.

(a) General SBVCB Indemnity. The SBVCB, for itself, its officers, directors, members, employees, agents, contractors, insurers and attorneys, and all persons claiming under or through them (each, an "Indemnifying Party," and, together, the "SBVCB Indemnifying Parties"), shall protect, defend, indemnify and hold harmless the City, its council members, officers, employees, agents, contractors, insurers and attorneys, and all persons claiming under or through them (each an "Indemnified Party," and, together, the "City Indemnified Parties") of and from all demands, damages, fines, liability, costs, fees (including reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity), judgments, awards and any other sums due or claimed due and relating in any way to the presence of any of the SBVCB Indemnifying Parties upon the the Property or their involvement in the Project, except to the extent caused by the negligence or intentional misconduct of the City or its employees or invitees.

(d) Indemnification Procedure. The Indemnified Party shall give the Indemnifying Party prompt notice of any claim for which it seeks indemnification (an "Indemnified Claim") (provided, however, that such notice shall not be a condition to the indemnity obligations hereunder unless the Indemnifying Party is materially and adversely affected by the Indemnified Party's failure or delay in giving such notice). Unless the Indemnifying Party or its insurer(s) reasonably appear to be unable to fulfill their financial obligations under this section, the Indemnifying Party shall at all times have the right to control the defense of any Indemnified Claim, but, to the extent no conflict exists, will allow the Indemnified Party to consult with the Indemnifying Party and its insurer on any significant legal strategies, including, but not limited to motions to dispose of the claims, hiring experts, notices of depositions and settlement discussions. Except in the event of a conflict of interest, any settlement offers and agreements must be approved by both Parties, and such approval shall not be unreasonably withheld. Selection of a law firm and lawyer to defend an Indemnified Claim shall be subject to approval by the Indemnified Party, which shall not be unreasonably withheld; provided, however, if the Indemnified Party reasonably determines such law firm or lawyer is not providing an adequate defense to the Indemnified Claim, the Indemnified Party may require the Indemnifying Party to retain substitute counsel. Nothing in this subsection shall preclude the Indemnified Party from retaining counsel at its own cost to monitor and, as it deems necessary, participate in the defense of the Indemnified Claim.

6. Force Majeure. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. "Unavoidable delays"

means delays beyond the reasonable control of the Party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions of either Party to this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency (each, a "Force Majeure Event"). The foregoing notwithstanding, the extension of time under this Section 6 shall continue for a period of ninety (90) days in the aggregate for all Force Majeure Events without the written consent of the other Party, which in the case of the City's consent, may be withheld in the City's sole discretion.

7. Default and Remedies.

(a) Default by the SBVCB. It shall be an Event of Default under this Agreement if:

(i) Failure to Provide Insurance. The SBVCB or any contractor that is required to provide insurance under this Agreement fails to maintain the required insurance and such insurance is not reinstated within one business day of its cancellation or termination, and, during any such period, the City may demand and the SBVCB shall promptly suspend work on the Project until the City acknowledges receipt of proof of cure, satisfactory to the City;

(ii) Failure to Abide by Other Terms. The SBVCB fails to perform any other of its obligations under this Agreement and such failure continues for a period of 30 days from the date of notice from the City to the SBVCB; provided, however, except as otherwise provided by this Agreement if such cure cannot reasonably be accomplished within such 30 days and the delay in cure does not materially impair the financial interests of the City, and if the SBVCB promptly commences cure within the 30 days of notice and diligently pursues cure thereafter, the SBVCB shall have a reasonable time, not to exceed 30 days after the initial 30 days (a total of 60 days) to cure;

(iii) Misrepresentation. Any representation or warranty made by the SBVCB in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;

(iv) Insolvency. The SBVCB is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing; or

(v) Involuntary Liens. Subsection 7(a)(ii) above notwithstanding, any lien, other than a lien for taxes not yet due and payable, is imposed upon the Property involuntarily due to the acts or omissions of the SBVCB and such lien is not removed as required under Section 3(h) above.

(b) Default by City.

(i) Failure to Satisfy Conditions Precedent. The City fails or unreasonably delays in the performance of any of the conditions precedent; provided, however, if such failure or delay is caused by events or omissions of third parties over which the City has no control, and if the City diligently pursues performance, the City shall not be in default; or

(ii) Misrepresentation. Any representation or warranty of the City in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;

(c) Remedies. In case of an Event of Default, the non-defaulting Party's remedies are limited to the following, which shall be the Parties' exclusive remedies under this Agreement:

(i) Termination. Terminate this Agreement without further notice, but such termination shall not affect the non-defaulting Party's right to assert any other right afforded under this Section 7(c);

(ii) Recourse to Bonds. To the extent of the existence of any bonds for the Project, seek performance or payment under the performance and payment bonds, as provided therein;

(iii) Other Remedies. Exercise any other right available in law or equity; and

(iv) Costs and Attorney Fees. The prevailing party in any legal dispute regarding the negotiation, interpretation or enforcement of this Agreement shall be entitled to collect from the non-prevailing party the reasonable attorney fees and costs incurred by the prevailing party relating to such proceeding. In any such proceeding, the Parties shall request a specific finding from the court as to which of the Parties is the prevailing party.

(d) Limitation of Damages. Except as to indemnification obligatiions, neither Party shall be liable to the other for any consequential, indirect, incidental, punitive or exemplary damages. The City reserves all rights to the immunity and damage limitations afforded the City by statute, including, without limitation, s.893.80 of the Wisconsin Statutes.

(e) No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive the non-defaulting Party of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

(f) Remedies Cumulative. The rights and remedies of the Parties provided in Section 7(c) of this Agreement shall be cumulative, and the exercise of any one or more such remedies shall not preclude the exercise by that Party, at the same or different times, of any other such remedies for any other default or breach by the other Party.

8. Miscellaneous.

(a) No Personal Interest of Public Employee. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the Project or this Agreement. No official or employee of the City shall be personally liable to the SBVCB or any successor in interest, in the event of any default or breach by the City, or for any amount that becomes due to the SBVCB or the SBVCB's successors under this Agreement.

(b) No Liability of the SBVCB Officers or Directors. No officer or director of the SBVCB shall be personally liable to the City in the event of any default or breach by the SBVCB, or for any amount that becomes due to the City under this Agreement.

(c) Applicable Law, Severability and Entire Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall be invalid or unenforceable to any extent, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding among the Parties with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than that contained herein.

(d) Assignment. This Agreement may not be assigned by either of the Parties without their written consent, which may be withheld in their sole discretion. The foregoing notwithstanding, if this Agreement is assigned, it shall be binding upon and shall inure to the benefit of the Parties, their respective successors and assigns.

(e) Amendments. This Agreement may not be changed orally, but only by agreement in writing and signed by the Parties.

(f) Third Parties. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.

(g) No Partnership. This Agreement does not create any partnership or joint venture between the Parties or render any Party liable for any of the debts or obligations of any other Party.

(h) Headings. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

(i) Notices. A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To : Sturgeon Bay Visitor & Convention Bureau, Inc.
36 South 3rd Avenue
Sturgeon Bay, WI 54235
Attn: Pam Seiler

To the City: City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235
Attn: Mayor

or to such other address, within the United States, with respect to a Party as that Party may from time to time designate in writing and forward to the other as provided in this section. A copy of any notice, demand or other communication under this Agreement given by a Party under this Agreement to any other Party under this section shall be given to each other Party to this Agreement.

(j) Counterparts and Signatures. This Agreement may be signed in counterparts. Except as may be required for purposes of recording, photocopied, electronic and facsimile signatures shall have the same effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Development Agreement to be executed, effective the date first above written.

CITY OF STURGEON BAY

By: _____
David J. Ward, Mayor

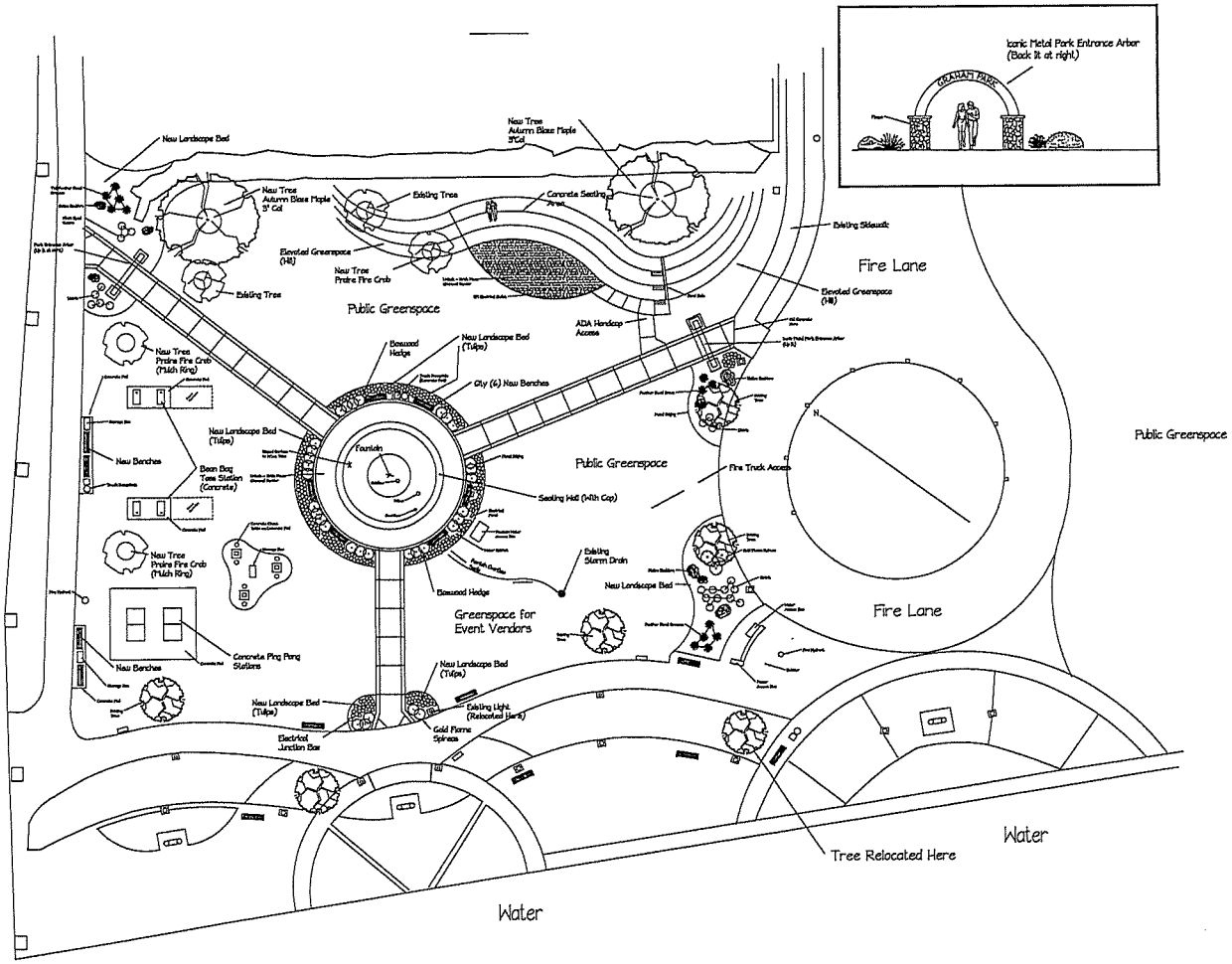
By: _____
Stephanie Reinhardt, Clerk

STURGEON BAY VISITOR & CONVENTION BUREAU, INC.

By: _____
Pam Seiler, Executive Director

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
PRELIMINARY DRAWING OF PROJECT



NOTES

STERLING
LANDSCAPE
SERVICES
6414 Emerald Dr.
Sturgeon Bay, Wi. 54235
920-746-0321

3	1/17/19	

Graham Park Master

SCALE	1" = 10'
DRAWN BY	Lars B.
CHECKED BY	J.
DATE	1/17/19

PROJECT NO.

SHEET NO. 1 of 14

8j.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection & Services Committee hereby recommend to repeal and recreate section 27.12(3), and to amend section 27.09 of the Municipal Code (Sign Code) as shown in Attachment 1.

Respectfully submitted,

COMMUNITY PROTECTION & SERVICES
By: Dan Williams, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Date: January 2, 2020

****

Introduced by _____;
Moved by Alderperson_____, seconded by Alderperson _____that said recommendation be adopted.
Passed by the Council on the _____day of _____, 2020.

Executive Summary
Section 27.12(3) –Banners on City Property

The Community Protection and Services committee has made a recommendation to Council to modify the current banner ordinance regulated under section 27.12 of the sign code chapter. Since the creation of the ordinance, there have been several attempts to make changes to the way the City regulates banners. This is due to several reasons stemming from changes in administrative rules and inconsistent permit processes between departments. The proposed changes should clarify the extent of the use and unify the permit process.

Attached is the draft ordinance. To summarize, the ordinance allows temporary banners on city banner sites with a permit from the Community Development Department. The banner can't exceed 3' x 8'. Banner permits will expire after seven days, and the applicant can't permitted earlier than 28 days prior the event. SBVC and other City-sponsored events will take priority over all other events. The Municipal Services Director will have the ability to permit a banner on any city-owned property for city-sponsored events.

Options:

1. Approved the recommendation from the CP&S committee as presented or with changes.
2. Deny the recommendation from the CP&S.
3. Send this item back to committee for other consideration.

Recommendation: Approved the recommendation.

Prepared by: _____ Date 12·30·19
Christopher Sullivan-Robinson
Zoning Administrator

Reviewed by: _____ Date 12-30-19
Marty Olejniczak
Community Development Director

Reviewed by: _____ Date 12-31-19
Mike Barker
Municipal Services Director

Attachment 1
Proposed Ordinance

ORDINANCE NO. _____

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

SECTION 1: Section 27.12 (3) of the Municipal Code (Sign Code) is hereby repealed and recreated as follows:

(3) *Banners on city property.* The sign inspector may issue a special sign permit for a temporary banner erected on city property with assigned banner sites in connection with a social or civic event, subject to the following restrictions:

~~(a) The banner shall not exceed 100 square feet.~~

~~(b) No banner shall be erected in such a manner that any portion is 20 feet or more in height.~~

~~(c) The banner shall meet the general design requirements and shall meet the setback requirements of a ground sign in a commercial or industrial district.~~

~~(d) Each banner shall be permitted for a maximum of 30 days per calendar year.~~

~~(e) No wires or metallic materials shall be used to attach such banner.~~

~~(f) Over-the-street banners are prohibited.~~

~~(g) Banners on the east and west city banner site standards will be permitted with the following additional restrictions:~~

~~1. Use of city owned banner sites to promote events outside the city shall only be allowed upon receipt of authorization from the community protection and services committee or chairman of said committee.~~

~~2. Banners shall not include any commercial advertising or promotions, other than listing corporate sponsors.~~

~~3. Temporary banners for events being held within the City of Sturgeon Bay will be given priority for use of city owned banner sites.~~

~~4. All permitted banners must be removed by expiration date on the permit.~~

~~5. A hold harmless agreement shall be signed at the time the permit is issued.~~

~~(h) If city property has been reserved for the purposes of conducting such social or civic event, one banner may be erected on such property without requiring a sign permit, provided the banner is not displayed for more than 24 hours prior to or after such event and provided such banner meets all other banner requirements of this subsection.~~

(a) Use of city owned banner sites shall be permitted solely for events held within the city.

(b) Events promoted by the Sturgeon Bay Visitors Center, Sturgeon Bay or any other events sponsored by the City shall take priority over all other permitted events.

(c) All permitted banners must be removed by expiration date on the permit.

(d) Each permit shall not exceed 7 consecutive days and shall not be erected earlier than 28 days prior to the event.

(e) No wires or metallic materials shall be used to attach such banner.

(f) The banner(s) shall not exceed a three foot height or an eight foot width.

(g) Banners shall not include any commercial advertising or promotions, other than listing corporate sponsors.

(h) A hold harmless agreement shall be signed at the time the permit is issued.

SECTION 2: Section 20.09 of the Municipal Code (Sign Code) is hereby amended as follows:

(19) Banners on City property for social or civic events: One banner may be erected on city property that has been reserved for the purpose of conducting a social or civic event, provided the banner is displayed only during the days of the event and provided that the sign meeting the requirements of section 27.12(3).

(20) Banners for city sponsored events: Temporary banners on city-owned property in connection with events sponsored by the Sturgeon Bay Visitors Center or the City of Sturgeon Bay subject to the approval of the municipal services director.

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

Approved by:

_____

David Ward
Mayor

Attested by:

_____

Stephanie L. Reinhardt
City Clerk

10.

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

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

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

§ 12.09 COAL TAR SEALANT PRODUCTS

(1) *Definitions*

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

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

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

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

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

Director means the individual so designated by the City Administrator

(2) *Enforcement.*

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

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

(a) Except as provided in subsection (d) below, no person shall apply any coal tar sealant product or high PAH sealant product within City of Sturgeon Bay

(b) No person shall sell, offer to sell, or display for sale any coal tar sealant product or high PAH sealant product within City of Sturgeon Bay.

(c) Any person who sells pavement sealant products shall prominently display, in the area where such pavement sealant products are sold, a notice that contains the following language: "The application of coal tar sealant products or other high PAH sealant products on driveways, parking lots and all other paved surfaces in City of Sturgeon Bay is prohibited by Section 12.09 of the City of Sturgeon Bay Code of Ordinances. Polycyclic Aromatic Hydrocarbons (PAHs), are a group of organic chemicals that are known to cause cancer and are toxic to aquatic life. Coal tar and other high-PAH sealant products are a major source of PAHs that can travel into homes, buildings, and soils, or be carried by stormwater and other run off into the water resources of City of Sturgeon Bay."

(e) No person shall allow a coal tar sealant product or other high-PAH sealant product to be applied upon property that is under that person's ownership or control.

(f) No person shall contract with any commercial applicator, residential or commercial developer, or any other person for the application of any coal tar sealant product or high PAH sealant product to any driveway, parking lot, or other surface within (County or Municipality).

(g) No commercial applicator, residential or commercial developer, or other similar individual or organization shall direct any employee, independent contractor, volunteer, or other person to apply any coal tar sealant product or high PAH sealant product to any driveway, parking lot, or other surface within (County or Municipality).

(4) *Exemptions.*

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

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

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

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

(5) Penalty.

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

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

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

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

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

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

11.

EXECUTIVE SUMMARY

TITLE: Consideration of: Compensation Adjustment for Mann Communication for 2020 extension year.

BACKGROUND: On July 16, 2019 the Common Council approved a recommendation from Community Protection & Services Committee for an automatic extension to the Mann Communication contract for 2019 and 2020. Compensation was not discussed at that time.

During budget preparation, compensation for 2020 was discussed and $1,250 was included in the 2020 Budget for an adjustment for Mann Communication for the contract year 2020.

Discussion also took place regarding presenting a newly revised contract between the City and Mann Communications to Community Protection & Services Committee in July of 2020 for contract years 2021, 2022, etc.

FISCAL IMPACT: A annual rate adjustment for the year 2020 in the amount of $1,250 for Mann Communication. The amount of $1,250 is included in the 2020 budget.

ACTION: Approve or deny compensation adjustment of $1,250 for 2020 for Mann Communications.

PREPARED BY: _____
Joshua VanLieshout

REVIEWED BY: Valerie Clarizio
Valerie Clarizio

DATE: January 8, 2020

12.

EXECUTIVE SUMMARY

Title: Request for Privilege in the Street for entry stoop for Shirley Weese-Young

Background: On September 3, 2019 the Common Council approved a privilege in the street for Shirley Weese-Young for an encroachment into the street right-of-way in front of her building at 231 N. Third Avenue. The approved encroachment was for a 4' by 15'-2" concrete entry ramp/stoop, which was necessary in order to meet the American with Disabilities Act accessibility code.

Ms. Young is now requesting a second ramp to provide ADA accessibility for the other commercial unit in the building at 235 N. Third Ave. The proposed ramp would match the existing one. It would be a 4' wide by 8'-4" long ramp leading to a 4' by 6'-10" entry stoop. The stoop would be 5" above the level of the sidewalk. The building is right on the edge of the street right-of-way with no setback. Thus, the total encroachment is 4' by 15'-2" (60.67 sq. ft.).

Ms. Young is also requesting that she be allowed to temporarily construct the ramp out of wood and put in the permanent concrete entrance once the weather warms enough for concrete pouring.

The privilege in the street is a mechanism to allow this permanent encroachment into the City's street right-of-way. It is governed by section 66.0425 of the Wisconsin Statutes and such privileges have been granted by the Council from time to time.

Under the state statute the City can require compensation for the privilege in the street. In addition, the City can require removal of the encroachment upon 10 days notice. The removal is at the property owner's expense as is any replacement if the removal were needed for short-term project such as replacement of underground utilities. Liability for the encroachment is assumed by the grantee. The City can impose conditions and require posting of a bond not exceeding $10,000 to secure performance of conditions.

When the previous encroachment was approved for this building, the Council chose not to require compensation or a bond, but it required the property owner to cover the expenses of drafting and recording the formal privilege in the street document.

Fiscal Impact: There is no direct fiscal impact. The impact is to the use of the right-of-way by the traveling public.

Recommendation: The City Engineer reviewed the proposal and there are no concerns. The 4-foot encroachment will still leave enough remaining sidewalk to meet minimum width. The ramp/stoop matches the previous one and is unlikely to cause any significant issues. Staff recommends approval, subject to the following:

1. The grantee shall pay attorney fees and recording fees for the drafting and recording of the formal privilege in the street document.

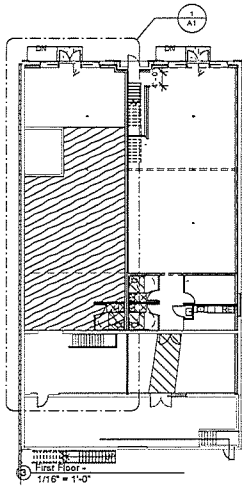
2. A temporary wooden ramp/stoop may be erected and used until no later than July 1, 2020. Thereafter, the ramp/stoop shall match the submitted design.

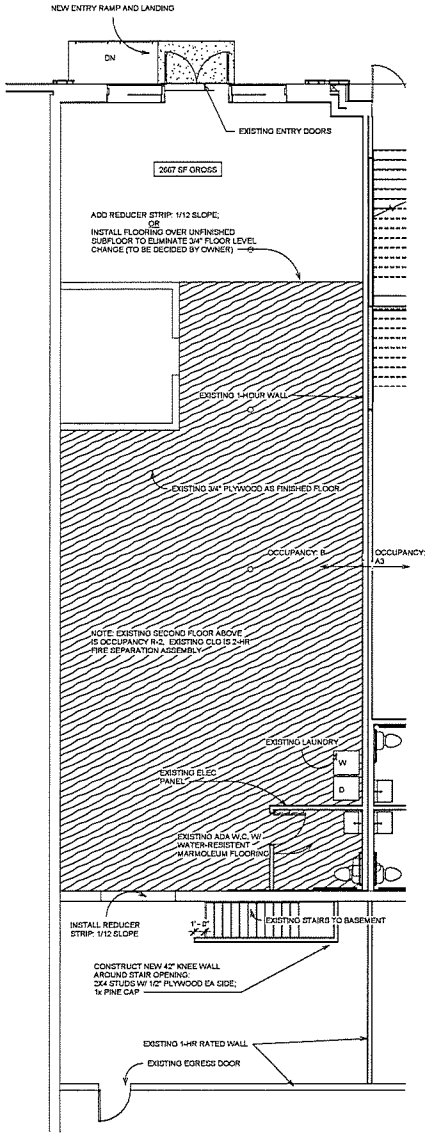
Prepared by: _____ 1-16-20
Martin Olejniczak — Date
Community Development Director

Reviewed by: _____ 1-16-20
Mike Barker — Date
Public Works Director

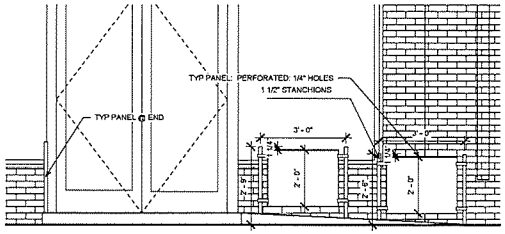
Reviewed by: _____ 1.16.20
Chad Shefchik — Date
City Engineer

Reviewed by: _____ 1/16/20
Josh Van Lieshout — Date
City Administrator





1 PARTIAL FIRST FLOOR - BUILDOUT
3/16" = 1'-0"



2 EXTERIOR RAMP AND LANDING
1/2" = 1'-0"

FIELD VERIFY HEIGHT CHANGE FROM SIDEWALK TO DOOR; RAMP SLOPE: 1"/20"

PROJECT SCOPE:
EXISTING INTERIOR TO REMAIN UNCHANGED EXCEPT ADDING KNEEWALL AS GUARDRAIL AROUND BASEMENT STAIRS AND INSTALLING REDUCER STRIPS WHERE NOTED.

CHANGE OCCUPANCY FROM "UNDEVELOPED" TO BUSINESS "B".

1627 SF GROSS SQUARE FEET
@ 100 SF GROSS/PERSON, OCCUPANCY = 17

1 EXIT REQUIRED, PER IBCC SECTION 1006.2.1 & TABLE 1006.2.1

TOILETS REQUIRED: 1 UNISEX (EXISTING)

ALL LIGHTING EXISTS AND REMAINS UNCHANGED.

Consultant
Address
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e-mail

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REVISIONS

No.	Description	Date
G3	RELOCATE DOOR & WALL	3/5/19
1A	ROOM 8 & 9 REMODEL; DOOR 2-01 CHANGE; CEILING DRYWALL CHANGES	4/12/19
3A	REVISE FRONT (EAST) FACADE	4/23/19
AD514	REVISE NORTH SIDE 1ST FLOOR	5/14/19
	REVISE WC/OFFICE/ KITCHENETTE	
	REVISE FRONT FACADE W/ SINGLE-UNIT TRANSOMS	
	BRO COLUMN DTL	

VIRGE TEMME ARCHITECTURE

9098 LIME KILN ROAD
STURGEON BAY, WI 54235
PH: 920-824-5746
CELL: 920-559-0652
VIRGE@VIRGETEMME.COM
WWW.VIRGETEMME.COM
WI LIC #9337-5

SWY REMODEL

231-235 THIRD AVE
STURGEON BAY, WI

BUILDOUT PLAN

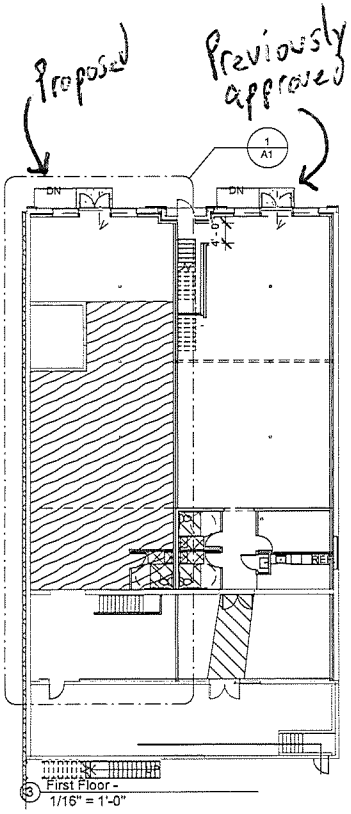
Date 2020.01.08

A1

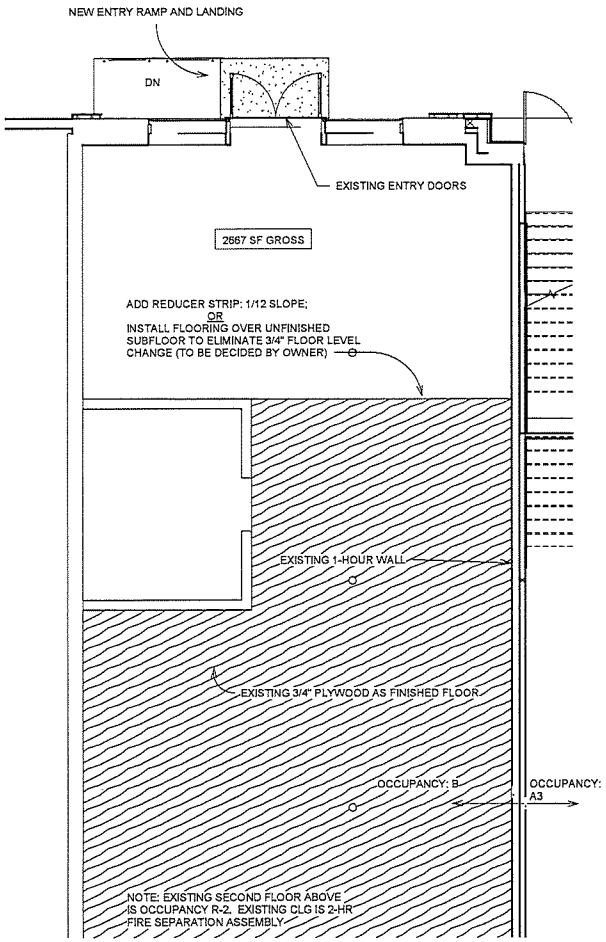
Scale As indicated

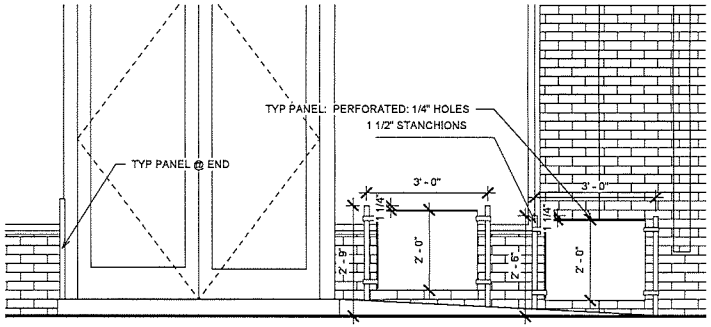
19/2020 9:51:01 PM

Enlargement



3 First Floor - 1/16" = 1'-0"





2 EXTERIOR RAMP AND LANDING 1/2" = 1'-0"

FIELD VERIFY HEIGHT CHANGE FROM SIDEWALK TO DOOR; RAMP SLOPE: 1"/20"