



AMENDED
CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, OCTOBER 19, 2021
6:00 P.M.
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST
DAVID J WARD, MAYOR

1. Call to order.
2. Pledge of Allegiance.
3. Roll call.
4. Adoption of agenda.
5. Public Comment on agenda items only.
6. Consideration of the following bills: General Fund – \$284,347.82, Capital Fund - \$55,776.86, Cable TV - \$39.57, TID #4 - \$9,156.93, Solid Waste Enterprise Fund - \$21,894.74, and Compost Site Enterprise Fund - \$535.42 for a grand total of \$371,751.34 [roll call]

7. **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 10/5/21 regular Common Council minutes.

* b. Place the following minutes on file:

- (1) Sturgeon Bay Utility Commission – 8/10/21
- (2) Bicycle & Pedestrian Advisory Board – 9/13/21
- (3) Aesthetic Design & Site Plan Review Board – 9/13/21
- (4) Zoning Board of Appeals – 9/28/21
- (5) Finance/Purchasing & Building Committee – 9/28/21
- (6) Waterfront Redevelopment Authority – 9/29/21
- (7) Committee of the Whole – 10/4/21
- (8) Ad Hoc NERR Advisory Committee – 10/8/21

* c. Place the following reports on file:

- (1) Fire Department Report – August 2021
- (2) Police Department Report – September 2021

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

* e. Consideration of: Approval of Temporary Class B Beer & Wine license for Crossroads at Big Creek.

- * f. Finance/Purchasing & Building Committee recommendation re: Approve contracting with Energy Control & Design for the control and monitoring panel upgrades in City Hall in the amount of \$27,710.
 - * g. Finance/Purchasing & Building Committee recommendation re: Accept the transfer of ownership of Outlot 1 for stormwater detention.
 - * h. *Consideration of: Approval of Street Closure Application from Destination Sturgeon Bay on behalf of Davin Lindwall/Childe Productions.*
8. Mayoral Appointments.
 9. Second reading ordinance re: Repeal and recreate Section 1.166 – Local Arts Board.
 10. Finance/Purchasing & Building Committee recommendation re: Approve the increase of \$10,390 over the original estimate for the removal of dock pilings at E-dock, transferring the funds from miscellaneous capital contingency 10-199-000-59999 to 10-460-000-59070. [3/4 vote required = 6 votes.]
 11. Finance/Purchasing & Building Committee recommendation re: Share the listing for approximately 2 acres of parcel 281-64-73000102, 1317 Shiloh Road, with Door County Economic Development and/or Destination Sturgeon Bay for two weeks and if a committed cash offer is not received then obtain an assessment for fair market value and list with a real estate agent.
 12. Finance/Purchasing & Building Committee recommendation re: Award the bid to Bissen Asphalt, LLC for the Juniper Street Shoreline protection in the amount of \$31,378.
 13. Consideration of: Release of Right of First Refusal – Sunset School Property.
 14. Consideration of: Development Agreement with S.C. Swiderski for Redevelopment of Sunset School Property.
 15. City Administrator report.
 16. Mayor's report.
 17. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 10-18-21

Time: 10:15am

By: JM

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

Th.

Th.

**CITY OF STURGEON BAY
STREET CLOSURE APPLICATION**

Name of Applicant: Camenyn Ehlers-Kwaterski (Destination SB)
Name of Event: on behalf of Davin Lindwall / Childe productions
Contact Phone #: 920-743-6246
Date(s) of Event: 11/01 - 11/03 Time: 4AM - 5PM
(Finalized Date TBD)
Estimated # of Attendees: Estimated 100 attendees
Specific Location: See Map Attached

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

What arrangements are made for clean up? Contract with City

Other comments or explanation: _____

Signature of Responsible Party: Camenyn Ehlers-Kwaterski

Address: 36 S. 3rd Avenue, Sturgeon Bay, WI

Date Submitted: 10/05/2021 54235

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

Approval:	Fire Chief:	<u>[Signature]</u>	Date:	<u>10/8/21</u>
	Police Chief:	<u>[Signature]</u>	Date:	<u>10-07-21</u>
	Comm. Dev:	<u>[Signature]</u>	Date:	<u>10-11-21</u>
	Streets/Parks:	<u>[Signature]</u>	Date:	<u>10-12-21</u>
	City Clerk:	<u>[Signature]</u>	Date:	<u>10-12-21</u>
	Finance Dir:	<u>[Signature]</u>	Date:	<u>10/15/21</u>
	City Engineer:	<u>[Signature]</u>	Date:	<u>10-12-21</u>
	City Admin:	<u>[Signature]</u>	Date:	<u>10/18/21</u>

Common Council Approval Date: _____

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

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned certifies that he or she is a duly authorized agent of Destination Sturgeon Bay and is duly empowered and authorized to execute this hold harmless and indemnification agreement on behalf of the above referenced party.

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

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

Dated this 5th day of October, 2021

By: [Signature] Executive Director

By: [Signature]

**CITY OF STURGEON BAY
AGREEMENT FOR REIMBURSEMENT OF EXPENSES**

WHEREAS the City of Sturgeon Bay has created Section 3.035 of the Municipal Code authorizing the City Clerk - Treasurer to charge for reimbursement of legal, consulting, incidental, and special events expenses incurred on behalf of and/or for the benefit of third parties for services rendered by the City of Sturgeon Bay;

AND WHEREAS the undersigned has requested services and/or authorizations of the City of Sturgeon Bay which will result in the necessity to incur legal, consulting, incidental, or special event expenses on behalf of the undersigned or in consideration of the request submitted by the undersigned;

NOW, THEREFORE, IT IS AGREED that the undersigned will reimburse the City of Sturgeon Bay by providing payment to the City Clerk - Treasurer within fourteen (14) days of receiving an invoice, for all legal, consulting, incidental, and special event expenses incurred by the City of Sturgeon Bay for the benefit of the undersigned or for the consideration of the request submitted by the undersigned. These expenses are likely to include the following: Planning and engineering review, legal review and document preparation, recording, publication, special events, and miscellaneous expenses.

This Agreement must be signed prior to the initiation of any action by the City of Sturgeon Bay.

Dated: 10/05/2021

J. Ehrlich Executive Director
D. Quinn

Dated: 10/5/2021

Company Name (if applicable): Destination Sturgeon Bay

Billing Address: 36 S. 3rd Avenue
Sturgeon Bay, WI 54235

Telephone: 920-743-6246

3.035 - Reimbursement of expenses.

- (1) *[Authorization to charge for reimbursement.]* The city clerk-treasurer is authorized to charge for reimbursement of expenses incurred on behalf of and for the benefit of third parties for services rendered by the city. These reimbursable expenses include, but are not limited to:
- (a) *Legal, consulting, and incidental expenses.* Any expenses associated with service demands related to legal, consulting, and incidental services. These expenses include but are not limited to:
1. Mortgages and related documentation prepared by the city attorney for property transactions.
 2. Drafting and recording of documents for street vacation not initiated by the city.
 3. Drafting of ordinances related to zoning.
 4. Costs associated with annexations.
 5. Recording fees for planned unit developments and related zoning and subdivision actions.
 6. Legal publication, hearing notices, and postage.
 7. Engineering, planning, financial, and related consultants' reviews, studies, and inspections.
 8. Any other fees associated with service demands by third parties not specifically related to general governmental services.
- (b) *Special events expenses.* Any expenses associated with service demands related to special events. These expenses include but are not limited to:
1. Labor, equipment, and materials used before, during and after special events.
 2. Garbage/refuse and recycling pickup and disposal.
 3. Legal services related to event.
 4. Drafting of documents related to event.
 5. Administrative costs associated with service demands related to special events.
 6. Any other fees associated with service demands related to special events.
- (2) *Fees/deposit.*
- (a) *Fees.* Fees can only be charged upon prior notice to the petitioner who must sign an agreement to reimburse prior to initiating action. Prior to initiating any action, the department where petition is initiated shall secure the signed reimbursement agreement from petitioner and forward it to city clerk-treasurer.
- (b) *Deposit.* If reimbursement costs are estimated to be over \$250.00, a deposit in the estimated amount may be required by the city prior to initiating action. Petitioner shall pay for all costs that exceed deposit amount, and petitioner shall be reimbursed if deposit amount exceeds costs.
- (3) *Failure to pay fees.* If the fee is not paid within 30 days of the date of the mailing of the invoice, an additional administrative collection charge of ten percent of the total fee shall be added to the amount due, plus interest shall accrue thereon at the rate of 1.5 percent per month or fraction

thereof until paid. To the extent permitted by law, if the petitioner is the owner of the real estate for which the services are incurred, any delinquent fees shall be extended upon the current or the next tax roll as a special charge against the real estate premises for current services.

(Ord. No. 1040-0500, § 1, 5-16-00; Ord. No. 1088-0303, § 1, 3-4-03)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/29/2021

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

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

PRODUCER Schmitz Insurance, LLC 7153 State Highway 42 57 Sturgeon Bay WI 54235-9490		CONTACT NAME: PHILIP J SCHMITZ PHONE (A/C, No, Ext): 920-473-4400 E-MAIL ADDRESS: Phil@SchmitzInsurance.com FAX (A/C, No): 8153019066	
INSURED Sturgeon Bay Visitor & Convention Bureau, Inc. Destination Sturgeon Bay 36 S 3rd Avenue Sturgeon Bay WI 54235		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend - NSI INSURER B: Travelers Indemnity Company of Connecticut INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 15350 25682	

COVERAGES**CERTIFICATE NUMBER:** 20210929112832331**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	A615463	07/18/2021	07/18/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	A615463	07/18/2021	07/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	A629733	07/18/2020	07/18/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	N	UB5K77609A	05/11/2021	05/11/2022

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

Childe Filming - October 25,26,27 & November 1,2,3 3rd Ave.

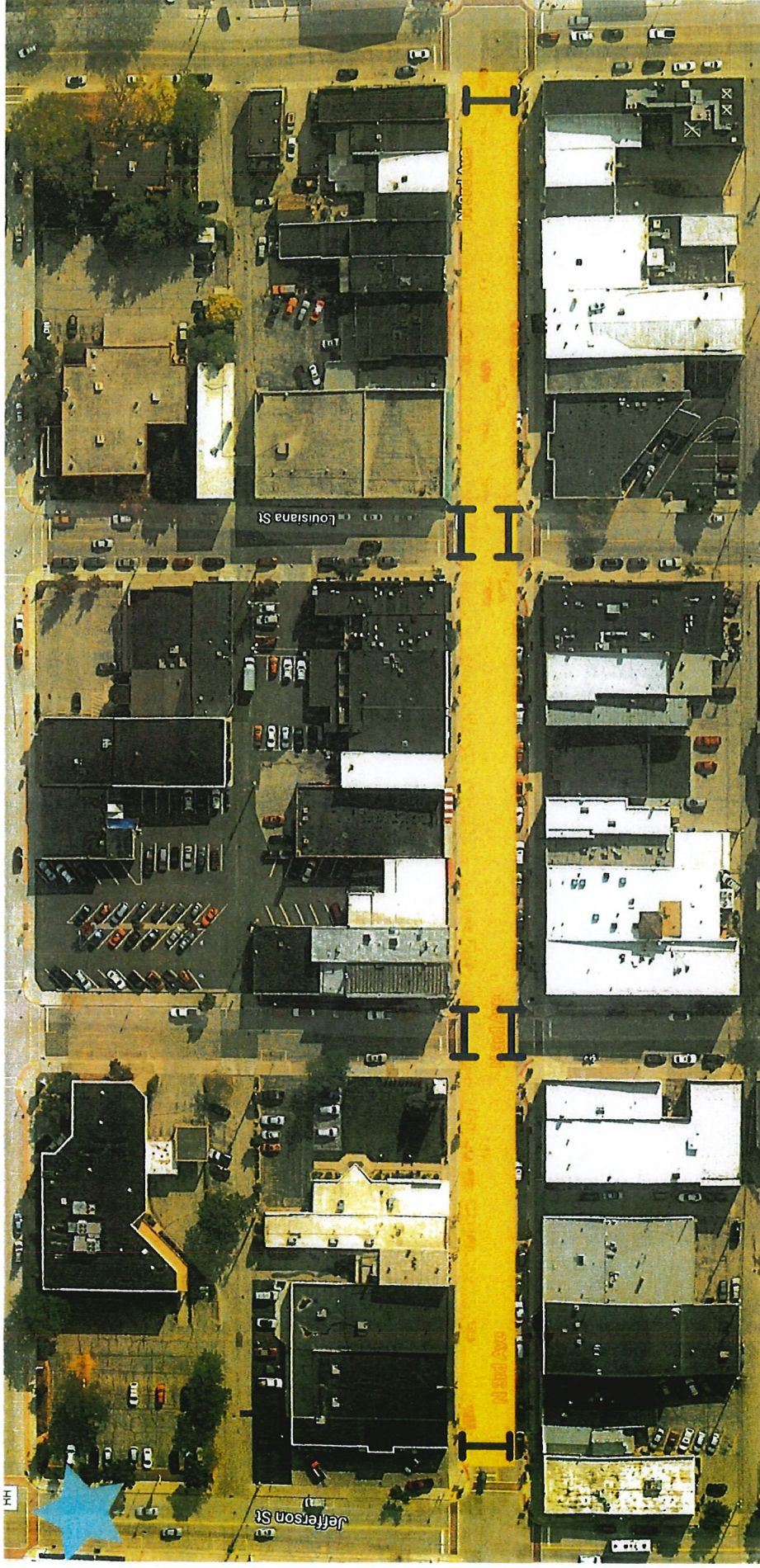
CERTIFICATE HOLDER**CANCELLATION**DEstination Sturgeon Bay
Childe Filming
36 S 3rd Ave.
Sturgeon Bay WI 54235

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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3rd Ave Road Closure



-Detour left at 4th Ave & Jefferson St

-Road Closed Ahead at 5th Ave & Jefferson St

-Barricades set morning of closure

-Proposed Closure Dates

--- , November 1, 2, 3

-DSB to remove all barricades and directional signage



DESTINATION
STURGEON BAY
DOOR COUNTY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/05/2021

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COVERAGES

CERTIFICATE NUMBER: 20211005153958088

REVISION NUMBER:

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

CHILDE FILMING - OCTOBER 25,26,27 AND NOVEMBER 1,2,3 3RD AVENUE

CERTIFICATE HOLDER

CANCELLATION

City of Sturgeon Bay 421 Michigan St Sturgeon Bay WI 54235 Email: cameryn@sturgeonbay.net	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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