

AGENDA

**CITY OF STURGEON BAY
COMMUNITY PROTECTION & SERVICES COMMITTEE
Wednesday, December 7, 2022
4:30 p.m.
Council Chambers, City Hall – 421 Michigan Street**

1. Roll Call
2. Adoption of Agenda
3. Approval of Minutes from November 2, 2022
4. Public Comment on Agenda Items
5. Consideration of: Agreement Between Sturgeon Bay Fire Department and T&T Salvage for Vessel Response Plans
6. Consideration of: Agreement Between Sturgeon Bay Fire Department and T&T Salvage for the Storage of Equipment and Materials
7. Consideration of: Outdoor Heaters
8. Adjourn

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR

Notice is hereby given that a majority of the Common Council may be present at this meeting to gather information about a subject over which they have decision-making responsibility. If a quorum of the Common Council does attend, this may constitute a meeting of the Common Council and is noticed as such, although the Common Council will not take any formal action at this meeting.

Posted:
Date: 12/5/22
Time: 11:30 a.m.
By: SSO

Committee: Community Protection & Services
Dan Williams, Chr.
Kirsten Reeths
Seth Wiederanders

COMMUNITY PROTECTION & SERVICES COMMITTEE

November 2, 2022

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:** Ald. Williams, Ald. Reeths and Ald. Wiederanders were present. Also present from City Hall was Assistant Chief Montevideo, Chief Henry, Mr. Barker and Mr. VanLieshout.

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

1. Roll Call
2. Adoption of Agenda
3. Approval of Minutes from September 7, 2022
4. Public Comment on Agenda Items
5. Public Hearing Re: Land Management Plan/Natural Lawn Application submitted by Margaret Bayer & Susan Nugent for property located at 722 South 17th Place
6. Consideration of: Land Management Plan/Natural Lawn Application submitted by Margaret Bayer & Susan Nugent for property located at 722 South 17th Place
7. Consideration of: E-Bikes
8. Adjourn

All Ayes. Carried.

Approval of Meeting Minutes

Moved by Ald. Reeths, seconded by Ald. Wiederanders to approve the September 7, 2022 minutes. All Ayes. Carried.

Public Comment/Hearing

Marie Larson: 1648 Texas Place, Sturgeon Bay, WI 54235

- Requested denial of the application.

Justin Kroening/Stone Silo Prairie Gardens: 2325 Oak Ridge Circle, DePere, WI 54115

- Landscaper; explained the plan and the work that has been done.

Philip Uttech: 727 S. 17th Place, Sturgeon Bay, WI 54235

- Requested denial of the application.

Joan Jeanquart: 1647 Texas Place, Sturgeon Bay, WI 54235

- Requested denial of the application.

Margaret Bayer: 722 S. 17th Place, Sturgeon Bay, WI 54235

- Homeowner; requested approval of the application.

Laurie Warwick: 1667 Texas Place, Sturgeon Bay, WI 54235

- Requested denial of the application.

Nancy Uttech: 727 S. 17th Place, Sturgeon Bay, WI 54235

- Requested denial of the application.

Maggie Virlee: 1639 Texas Place, Sturgeon Bay, WI 54235

- Requested denial of the application.

Public Hearing Closed at 4:52 p.m.

Consideration of the Land Management Plan/Natural Lawn Application

Ald. Wiederanders felt there not enough notice to inspect the property in consideration; he would also like to see more of a plan in place and timeframe for completion. Ald. Reeths requested more background from the landscaper.

Justin Kroening from Stone Silo Prairie Gardens out of DePere is the landscaper on this project. He explained how original seeding was planted fall of 2020, this covers the ground and stops erosion. Bluegrass was also planted. In spring of 2021 native plants (that take between 3-5 years to process) were added; these plants, in time, push out the plants not native to the area creating a natural landscape. The lawn will take on definition and look intentional, it will not look like a wild growing field.

It was questioned whether a permit was obtained before starting the natural lawn landscaping; it was not. Per City ordinance a permit is required, however, there was mis-communication when asked. Mr. Barker stated that typically a permit is applied for beforehand but the exact requirements were not outlined so he created a permit. He stated that he thinks in two years the lawn will be nice to view and gave an example of Peterson Park by the YMCA and how nice it looks. Ms. Reeths agrees that a permit with a standard that is required to be followed should be in place, therefore, she stated going forward with a decision is not the right thing at this time because there needs to be more information gathered.

Ald. Williams asked committee members to drive by the property and gather thoughts on how to proceed. At this time the thought was to table the item until more information on what the plan is for the natural lawn, how long it will take to be completed and discussing what other communities might be doing regarding similar applications.

Moved by Ald. Reeths seconded by Ald. Wiederanders, to table the item of the Land Management Plan/Natural Lawn Application until the February 2023 meeting. All ayes. Carried.

E-Bikes

This subject was brought up for discussion to determine if the committee should consider creating an ordinance pertaining to e-bikes. According to Chief Henry, there have been no complaints regarding the use of e-bikes within the City. Ald. Williams questioned whether we want to be proactive in creating an ordinance, or are enough regulations established to that allow for enforcement as needed.

Chief Henry stated e-bikes and bicycles follow the same rules, and currently there is a State statute where enforcement can be made by issuing citations. The course of action generally taken in violating the rules would be citing obvious violations, or giving warnings and educating those not following the rules. If e-bikes start becoming more of an issue, then maybe bring back and look into creating an ordinance at that time.

It was decided to table the item of e-bikes until next meeting.

Next meeting: Wednesday, December 7, 2022 at 4:30pm.

Moved by Ald. Reeths seconded by Ald. Wiederanders, to adjourn the meeting of the Community Protection Services Committee. All ayes. Carried. The meeting was adjourned at 5:32 p.m.

Respectfully submitted,

Sarah Spude-Olson
Police Department Office Manager

**CONSENT AGREEMENT TO BE LISTED
AS A
FIREFIGHTING RESOURCE PROVIDER**

T&T Salvage, LLC (hereinafter "T&T") and the City of Sturgeon Bay (a Wisconsin Municipal Corporation), by and through its Fire Department, hereby agree as follows:

1. Consent. The Sturgeon Bay Fire Department ("Department") of the City of Sturgeon Bay, Wisconsin hereby consents to be listed by T&T as a Firefighting Resource Provider in accordance with 33 Code of Federal Regulations Part 155, Salvage and Marine Firefighting Requirements (the "Reg").
2. Response Obligation. The Department is not obligated to respond in any way to a fire or other casualty under this Consent Agreement, nor is T&T obligated to request that the Department respond to a fire or other casualty under this Consent Agreement.
3. Non-Exclusive. This Consent Agreement is non-exclusive and either party may enter into other listing agreements under the Reg.
4. Reimbursement Obligation. The parties recognize that, after responding to a marine fire, the Department may seek reimbursement for its response expenses, including personnel, equipment, and expendables ("Response Expenses"). T&T agrees to reimburse the Department for the Department's Response Expenses at rates agreed to in writing by the parties in advance, provided the Department has responded pursuant to T&T's specific request. Should the Department respond independently of T&T, then the Department may not seek reimbursement for Response Expenses from T&T. Nevertheless, T&T may assist the Department in its efforts to seek reimbursement for Response Expenses from others.
5. No Limitation on Claims. Nothing in this Consent Agreement shall preclude or limit the City of Sturgeon Bay or its officers, agents and employees from filing claims or suits against any other responsible parties regarding the Department response under this Consent Agreement for any loss or injury sustained as a result, in whole or part, by the Department's response to a vessel incident. This paragraph does not waive or modify the City's worker's compensation protection or coverages.
6. Transportation Outside Department's Capability. In instances in which T&T has been contracted and activated by a vessel's owner/operator to respond to a marine casualty away from a pier, and T&T requests the Department's assistance and the Department agrees to assist, T&T may arrange for the transportation of the Department's personnel and equipment to the marine casualty site whenever such transportation is outside the Department's capability. Such transportation would be at no cost to the Department.

7. Use of Locally Stored Equipment. If a response to a fire or other casualty requires, in the discretion of the Department, additional resources or equipment, T&T authorizes the Department to use any resource or equipment locally stored by T&T. If the Department exercises its prerogative under this section, T&T shall seek reimbursement from the property owner or insurer of that owner involved in that casualty or fire.
8. Supervision of Department. This Consent Agreement does not subject the Department to any control, supervision, or direction by T&T at any time, it being understood that the Department shall retain full operational control of its employees and activities, T&T merely being interested in the end result.
9. Training Sessions. T&T may invite the Department to participate in exercises or drills as training for maritime fire casualty and response. T&T will reimburse the Department for the participation of its personnel at rates established by the Department based on hourly rates, overhead and fringe benefits.
10. Notice of Vessel Incidents. Notification and of Vessel Incidents and requests for Department response shall be made by phone to the following numbers:

If to the Department: Sturgeon Bay Fire Department 920-746-2916

If to T&T: (713) 534-0700 (24-hour)
11. Applicable Law This Consent Agreement shall be governed, construed, applied, and enforced in accordance with the laws of the State of Wisconsin.
12. No Third-Party Beneficiary. The provisions of this Consent Agreement are solely for the benefit of the parties and shall not be construed to confer a right or benefit upon any other person or entity, including the employees or agents of the parties.
13. No Joint Venture. The provisions of this Consent Agreement shall not, nor shall it be construed to form a joint venture, partnership, or other legal relationship of the parties.
14. Merger and Modification. This Consent Agreement constitutes the entire understanding of the parties and merges all prior discussions, agreements, or understandings into it. No prior agreement, oral or otherwise regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This Agreement may be amended, extended, or otherwise modified solely by a written signed agreement signed by the authorized representatives of the parties.

15. Termination. This Consent Agreement may be terminated by either party by giving the other party thirty (30) days written notice of such termination.

CITY OF STURGEON BAY

T&T SALVAGE, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____