



AGENDA  
CITY OF STURGEON BAY  
JOINT PARKS AND RECREATION COMMITTEE / BOARD MEETING  
Wednesday, May 26, 2021  
Council Chambers, City Hall, 421 Michigan Street  
5:30 P.M.

1. Roll Call
2. Adoption of Agenda
3. Review of Minutes of April 28, 2021, and Minutes of a Special Meeting of May 12, 2021
4. Public Comment on Agenda Items
5. Discussion and review of Minutes from the Local Arts Board Meeting of May 12, 2021
6. Consideration to approve the terms of the art loan agreement for Steve Haas' "Crosswind Approach / Pelican" metal art sculpture
7. Director's Report
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.

Notice is hereby given that if a quorum of one of the committees is not present, the committee with a quorum may meet and act upon the agenda subjects.

POSTED  
12:30 P.M.  
5/25/21  
PSQ

Park and Recreation Committee / Board Members:

Helen Bacon, Chair  
Gary Nault, Vice Chair  
Chris Larsen  
Randy Morrow  
Marilyn Kleist  
George Husby  
Jay Renstrom  
J. Spencer Gustafson  
Mike Barker

CITY OF STURGEON BAY  
JOINT PARKS AND RECREATION COMMITTEE / BOARD MEETING  
Wednesday, April 28, 2021  
Council Chambers, City Hall, 421 Michigan Street  
5:30 P.M.

A meeting of the Joint Parks and Recreation Committee / Board was called to order at 5:31 P.M. by Chairperson/Ald. Helen Bacon in Council Chambers, City Hall, 421 Michigan Street.

**Roll Call:** Members present were Ald. Bacon, Ald. Gary Nault, Chris Larsen, Randy Morrow, Marilyn Kleist, George Husby, Jay Renstrom, Ald. Spencer Gustafson and Director of Municipal Services, Mike Barker. Also present, City Administrator, Josh VanLieshout, and Municipal Services Secretary, Patty Quinn.

**Adoption of the Agenda:** A motion was made to move agenda item #8 to fall between items #5 and #6. Moved by Ald. Nault and seconded by Mr. Renstrom to adopt the revision.

1. Roll call
2. Adoption of agenda
3. Review of Minutes from March 24, 2021
4. Public Comment on Agenda Items
5. Discussion and review of Minutes from the Local Arts Board Meeting of April 14, 2021
6. Consideration to approve the donation of the Woolly Mammoth art piece
7. Discussion on Bay View Park as a site for the Woolly Mammoth art project
8. Consideration to accept the donation of updated playground equipment for Otumba Park
9. Director's report
10. Adjourn

All in favor. Carried.

**Review of Minutes from March 24, 2021:** Minutes stand.

**Public Comment on Agenda Items:** Mr. R. Peter Jackson, 3453 N. Duluth Ave., and Mr. Mark Schuster, 1247 N. 8<sup>th</sup> Ave., commented on their support for the placement of Woolly Mammoth at Bay View Park.

**Discussion and review of Minutes from the Local Arts Board Meeting of April 14, 2021:** Minutes were amended to reflect that Ms. melaniejane is not a part of the fundraising group for the Woolly Mammoth art project.

**Consideration to approve the donation of the Woolly Mammoth art piece:** Motion to approve made by Mr. Morrow and seconded by Mr. Husby.

All in favor. Carried.

Let minutes reflect that Mr. Renstrom is in favor of this approval but formally excused himself from voting as he is donating to the Woolly Mammoth art project.

**Discussion on Bay View Park as a site for the Woolly Mammoth art project:** Committee/Board members shared various thoughts on where Woolly should be placed within Bay View Park. Chris

Kellems, 120 Alabama St., provided additional thoughts. It was decided that this group would hold a special meeting at Bay View Park, at 10:30 AM, May 12<sup>th</sup>, to personally view the park and its layout.

**Consideration to accept the donation of updated playground equipment for Otumba Park:** A formal presentation was given to the committee/board members by Mr. Troy Smith of Minnesota/Wisconsin Playground, on the design and layout of the proposed playground renovation, which included all the elements of play and the age brackets for each station within the playground. Maintenance was, also, discussed. Pam Seiler, Executive Director for Destination Sturgeon Bay, was present to talk about the donation process and that their organization would be the pass through for any donations for this project.

Motion made by Mr. Renstrom and seconded by Ald. Gustafson, to approve the donation of updated playground equipment for Otumba Park. Recommendation to Common Council.

All in favor. Carried.

**Director's Report:** Mike Barker distributed a listing of 231 trees already planted in various City parks and he announced that all parks are now open. He provided an update on the Otumba Beach Plan that work will be starting soon, with a deadline of June 30<sup>th</sup>, 2021, for completion.

**Next Meeting Date: Wednesday, May 26th, 2021 @ 5:30 P.M. – City Hall.**

Motion by Mr. Renstrom and seconded by Ald. Nault to adjourn. All in favor. Carried. Meeting adjourned at 6:57 P.M.

Respectfully submitted,



Patricia S. Quinn  
Municipal Services Secretary

CITY OF STURGEON BAY  
JOINT PARKS AND RECREATION COMMITTEE / BOARD  
**SPECIAL MEETING**

Wednesday, May 12, 2021  
Bay View Park, 10 W. Larch St.  
10:30 A.M.

A special meeting of the Joint Parks and Recreation Committee / Board was called to order at 10:31 A.M. by Chairperson/Ald. Helen Bacon at Bay View Park, 10 W. Larch Street.

**Roll Call:** Members present were Ald. Bacon, Ald. Gary Nault, Chris Larsen, Randy Morrow, Marilyn Kleist, George Husby, Jay Renstrom, Ald. Spencer Gustafson and Director of Municipal Services, Mike Barker. Also present, City Administrator, Josh VanLieshout and Municipal Services Secretary, Patty Quinn.

**Adoption of the Agenda:** Moved by Mr. Renstrom and seconded by Mr. Morrow to adopt the agenda.

1. Roll call
2. Adoption of agenda
3. Public comment on Agenda Items
4. Consideration to approve the placement of the Woolly Mammoth art piece at Bay View Park
5. Adjourn

All in favor. Carried.

**Public Comment on Agenda Items:**

Mark Schuster, 1247 S. 8<sup>th</sup> Ave., Peter Jackson, 3453 N. Duluth Ave., Chris Kellems, 120 Alabama St., Beth Renstrom, 34 Bluebird Dr., and Nell & JR Jarosh, owners of Edgewood Orchard Gallery, 6289 Hwy. 57, all spoke in support of the placement of Woolly Mammoth at Bay View Park. Various suggestions were made for the exact spot for placement and what direction it would face, as well as what the base should consist of.

**Consideration to approve the placement of the Woolly Mammoth art piece at Bay View Park:**

Various aspects of placement and installation were discussed between the committee/board members.

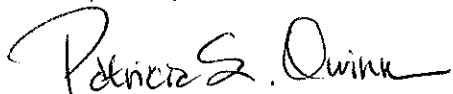
Motion by Mr. Morrow and seconded by Ald. Gustafson to approve the placement of the Woolly Mammoth art piece at Bay View Park with Mr. Larsen assisting Mr. Barker with preparation of the base.

All in favor. Carried.

**Next Meeting Date: Wednesday, May 26, 2021 @ 5:30 P.M. – City Hall.**

Motion by Mr. Renstrom and seconded by Mr. Morrow to adjourn. All in favor. Carried. Meeting adjourned at 11:00 A.M.

Respectfully submitted,



Patricia S. Quinn  
Municipal Services Secretary

CITY OF STURGEON BAY  
LOCAL ARTS BOARD MEETING  
Wednesday, May 12, 2021  
Council Chambers, City Hall, 421 Michigan Street  
12:00 P.M.

A meeting of the Local Arts Board was called to order at 12:00 P.M. by Chairperson/Ald. Helen Bacon in Council Chambers, City Hall, 421 Michigan Street.

**Roll Call:** Members present were Ald. Helen Bacon, Stephanie Trenchard, Claire Morkin and melaniejane. Margaret Lockwood was absent. Also present – Director of Municipal Services, Mike Barker, Municipal Services Secretary, Patty Quinn, and City Administrative Assistant, Suzanne Miller.

**Adoption of the Agenda:** Moved by Ms. Trenchard and seconded by Ms. melaniejane to adopt the agenda.

1. Roll Call
2. Adoption of the agenda
3. Review of Minutes from April 14, 2021
4. Chair's report
5. Public comment on agenda items
6. Discussion to continue on a revision of the Local Arts Board's organizational document to better address the current structure of the committee, and its direction/duties, and review of the Village of EH ordinances for their public art committee
7. Discussion and review of legal document drafts related to art acquisition and the development of a cultural roadmap
8. Consideration to approve Steve Haas' "Crosswind Approach" metal art sculpture, on loan, for placement at Stone Harbor
9. Consideration to change the scheduled starting time for this board's monthly meetings
10. Adjourn

All in favor. Carried.

**Review of Minutes from April 14, 2021:** Moved by Ms. Trenchard and seconded by Ms. melaniejane to let minutes stand.

All in favor. Carried.

**Chair's report:** Chairperson/Ald. Bacon provided updates on Graham Park and the delay of a ribbon cutting ceremony into June; ongoing maintenance of any art pieces in the City; Joint Parks and Rec special meeting/field trip to Bay View Park held on this same day to approve placement of Woolly Mammoth; and a suggestion that this board's members view the virtual presentation being hosted by Fincantieri/Bay Shipbuilding on their Sturgeon Bay beautification plan.

**Public comment on agenda items:** None

**Discussion to continue on a revision of the Local Arts Board's organizational document to better address the current structure of the committee, and its direction/duties, and review of the Village of EH ordinances for their public art committee:** Ald. Bacon asked members to review the Egg Harbor public art committee ordinances individually. Various aspects of the current structure of this board were

discussed related to how the group is viewed and how it sits within the City's governmental structure. Ald. Bacon will work with Suzanne Miller on developing another draft of this organizational document.

**Discussion and review of legal document drafts related to art acquisition and the development of a cultural roadmap:** Ms. Miller reported on various aspects of the draft of a boiler plate agreement of the City's legal document for art acquisition and how it can be tweaked to fit any situation. This agreement will need to be approved by the Joint Parks and Recreation Committee/Board before it can go to Common Council.

**Consideration to approve Steve Haas' "Crosswind Approach" metal art sculpture, on loan, for placement at Stone Harbor:** Board members had various questions related to the terms of the agreement for the loan of Mr. Haas' sculpture. Again, Ms. Miller provided details on this proposed arrangement. Motion to approve made by Ms. Trenchard and seconded by Ms. Morkin.

All in favor. Carried.

**Consideration to change the scheduled starting for this board's monthly meetings:** Members discussed best time for all. A motion was made by Ms. melaniejane and seconded by Ms. Morkin to approve the change in the starting time for these meetings from noon/12 PM to 9:00 AM, starting in June.

All in favor. Carried.

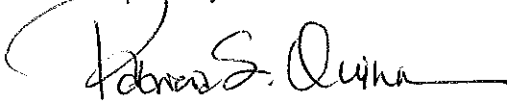
**Items for next month's agenda:**

- Further discussion on a revision of the Local Arts Board's organizational document originally to better address the current structure of the committee, and its direction/duties.
- Discussion on the drafting of a cultural roadmap for the board that would be applicable to what this group is doing, using other municipalities' guidelines as resources to include desired outcomes and strategic initiatives.
- Discussion on the development of a stipend program for loaned art for the City.

**Next Meeting Date: Wednesday, June 9th, 2021 @ 9 A.M. – Council Chambers, City Hall.**

Motion to adjourn by Mr. Trenchard and seconded by Ms. melaniejane. All in favor. Carried. Meeting adjourned at 12:58 P.M.

Respectfully submitted,



Patricia S. Quinn  
Municipal Services Secretary



Local Arts Board, City of Sturgeon Bay, WI  
**ART LOAN AGREEMENT for  
Crosswind Approach / Pelican by Steven Haas**

This Agreement was made between the City of Sturgeon Bay, a Wisconsin Municipal Corporation, at 421 Michigan Street, Sturgeon Bay, Wisconsin 54235 and, Steven Haas, an individual residing at 2611 East Shore Drive, Green Bay, Wisconsin 54302. The City of Sturgeon Bay and Steven Haas are sometimes individually referred to as "Party" and collectively referred to as the "Parties".

RECITALS

The City recognizes that arts and culture make a strong contribution to the image and vitality of the community and, therefore, the City supports opportunities for art and culture to enhance and enrich the quality of life for Sturgeon Bay residents and guests; and

the City is driven to encourage Public Art that respects our past and embraces the future, supporting all members and facets of the community, and is intent on promoting and displaying pieces of art within the City; and

the City finds it desirable to enter into this agreement, hereinafter referred to as "Agreement", with Artist, for the purpose of placing *Crosswind Approach*, a piece of original art created by Artist hereinafter referred to as "Art Piece", in/on public space under the terms and in the manner provided in this Agreement..

**Responsibilities of the City of Sturgeon Bay:**

1. **Installation Site.** The City will provide a space within the City's public space for the purpose of displaying the Art Piece. The Art Piece will be installed in the City's existing planting/display space on the East Waterfront Promenade at Stone Harbor Resort (the "Site").
2. **Property Insurance.** The City will inform and direct their property insurer to include the Art Piece in its coverage in an amount equal to \$8,500, (the value of the Art Piece the parties have agreed to). The City shall maintain the Art Piece with reasonable care, making reasonable effort to protect it against damage and loss, taking into

consideration that the Art Piece will be located outdoors in a public place and subject to the elements.

3. **Loan Period.** The Parties have agreed upon a two (2)-year loan period for the Art Piece commencing upon delivery of the Art Piece to the Site. The Art Piece will not be removed from the Site during the first 12 months of the loan period. . Thereafter the Art Piece may be moved as contemplated at *Responsibilities of the Artist, #4 List for Sale*, below.
4. **Site Preparation.** Site preparation for the Art Piece will be performed in collaboration with the Artist by The City of Sturgeon Bay's Municipal Services Department at the City's expense.
5. **Delivery/Installation Agreement.** The City of Sturgeon Bay's Municipal Services Department, or their designee in collaboration with the Artist will pack for transport, deliver to the Site, and install the Art Piece at a time agreeable to the parties. Site. The cost and risk of loss incurred in the transport/delivery/installation process is the responsibility of the City.
6. **Return Agreement.** The City of Sturgeon Bay's Municipal Services Department, in collaboration with the Artist, will remove the Art Piece, pack it for transport, and deliver it to the Artist at its original location, 2611 East Shore Drive, Green Bay, WI, at the City's expense at the end of the Agreement or during the term of the Agreement should the City choose to terminate the Agreement. The risk of loss incurred in the removal/delivery process for return to the Artist is the responsibility of the City under the foregoing circumstances.
7. **Incoming Condition Report.** When packing and shipping/delivery is the responsibility of the Artist or a third-party engaged to do so by the Artist, an Incoming Condition Report will be completed by the City when the Art Piece is unpacked. When packing and shipping/delivery is the responsibility of the City or a third-party engaged to do so by the City, an Incoming Condition Report will be completed by the City at the time the piece is packed for shipping/delivery. See *Loaned Art Piece Incoming/Outgoing Condition Report* (attached). The City shall provide a copy of the Incoming Condition Report to the Artist at the time it is completed (See *Miscellaneous Terms and Conditions, #5 Notice*, below).
8. **Outgoing Condition Report.** An Outgoing Condition Report will be completed by the City at the time of removal and prior to packing for return regardless of which Party is responsible for packing and shipping/delivery. See *Loaned Art Piece Incoming/Outgoing Condition Report* (attached). The City shall provide a copy of the Outgoing Condition Report to the Artist at the time it is completed (See *Miscellaneous Terms and Conditions, #5 Notice*, below).
9. **Label.** The Art Piece label shall be provided by the City. The dimensions of the label will not exceed 8"x10". The label will be approved by the City's Director of Municipal Services and include the information provided by the Artist per *Responsibilities of the Artist, #3 Label*, below.



**Responsibilities and Warranties of the Artist.**

1. **Original Piece/Ownership:** Artist warrants that the piece is original and that he has rights to the piece by ownership.
2. **Copyright/Right to Reproduce.** Artist retains the right to copy or reproduce works on display and retain all copyrights. Artist gives consent for the City to photograph and reproduce images of the art for purposes of creating promotional materials, brochures, etc. if in each instance proper credit is given for the name of the piece, the creator of the piece/Artist, and that Artist is allowing the piece to be displayed.
3. **Label.** The Artist will provide the information requested in the chart below to the City for inclusion on the label prior to execution of this Agreement. The label will be approved by the City's Director of Municipal Services and include the following:

<b>Title:</b>	Crosswind Approach / Pelican
<b>Artist:</b>	Steven Haas
<b>Medium:</b>	Aluminum
<b>Year Created:</b>	
<b>Dimensions:</b>	8'3" x 6'6"
<b>Collection/Ownership:</b>	
<b>Price</b>	\$8,500
<b>Other</b>	

4. **List for Sale.** The Art Piece may be listed for sale by the Artist during the loan period. If the Art Piece is sold within the first twelve months of the loan period, the Artist agrees to leave the Art Piece in place until the end of month twelve of the loan period. If the Art Piece is sold during the second twelve months of the loan period, it can be immediately removed by the Artist, packed, and shipped to the Artist or buyer at the Artist's expense. The Artist retains the option to propose a replacement piece within three (3) weeks of the removal should the Art Piece be sold. The replacement piece is subject to approval by the Local Arts Board, City of Sturgeon Bay, WI.
5. **Removal upon Sale.** Should the piece be sold while the Agreement is in effect, the method of and responsibility and expense for removal from site, packing, and shipping/delivery of the Art Piece shall be the responsibility of the Artist. The risk of loss incurred in the removal/delivery process for return to the Artist or delivery to buyer is the responsibility of the Artist. Any removal of the Art Piece by Artist shall be preceded by 3 business days' notice to the City of Sturgeon Bay Municipal Services department.
6. **Commission.** Should the piece be sold by the Artist while displayed on City of Sturgeon Bay public space, the City will receive a commission equal to 5% of the total sale value.

**Miscellaneous Terms and Conditions:**

1. **Entire Agreement/Severance.** This Agreement represents the entire Agreement between the Parties related to the matters specified herein. If any provision of the Agreement is held to be illegal or unenforceable for any reason, such holding will not affect the validity of the balance of the Agreement.
2. **Term of Agreement.** The terms of this Agreement commences upon the delivery and installation of the Art Piece and terminates 24 months thereafter.
3. **Title.** Title to the Art Piece shall remain with the throughout the term of the loan period unless the Art Piece is sold.
4. **Termination.** Either Party may terminate this Agreement by a ninety (90) day written notice delivered to the other Party. If the Agreement is canceled by the Artist, the method of and responsibility and expense for removal from site, packing, and shipping/delivery of the Art Piece shall be the responsibility of the Artist. If the Agreement is cancelled by the City, Municipal Services will remove the Art Piece, pack it for transport, and deliver it to the Artist at its original location, 2611 East Shore Drive, Green Bay, WI, at the City's risk and expense.
5. **Notice.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by email, and such notices shall be addressed as follows:

If to Artist: Steven Haas  
2611 East Shore Drive  
Green Bay, Wisconsin 54302

Email:

If to City: City of Sturgeon Bay  
421 Michigan Street  
Sturgeon Bay, WI 54235  
Attention: Josh VanLieshout  
jvanlieshout@sturgeonbaywi.org

or to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery.

6. **Hold Harmless.**
  - a. The Artist shall hold the City, its council members, officers, employees and agents, harmless from any and all claims, and/or litigation (including all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, arising from the display of the Art Piece as provided in this agreement.
  - b. The City shall hold the Artist harmless from any and all claims, and/or litigation (including all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or

other entity, arising from the display of the Art Piece as provided in this agreement.

7. **Law Governing and Venue** This Agreement and the rights of the Parties hereunder shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. All actions involving breach of this Agreement shall be venued in Door County, Wisconsin.
8. **Interpretation.** This Agreement shall be interpreted as though jointly drafted by the Parties.
9. **Third Party Beneficiary-** This Agreement does not create nor shall it be deemed to create any third-party benefits to any person or entity other than the Parties hereto and is solely for the consideration herein expressed.

This Agreement is entered into this (Day) of (Month) of (Year).

For the City of Sturgeon Bay:

Date:

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Mayor, David J. Ward

The Artist:

Date:

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Steven Haas



Local Arts Board, City of Sturgeon Bay, WI  
**LOANED ART PIECE INCOMING/OUTGOING CONDITION REPORT**

For City use only:

**INCOMING CONDITION REPORT**

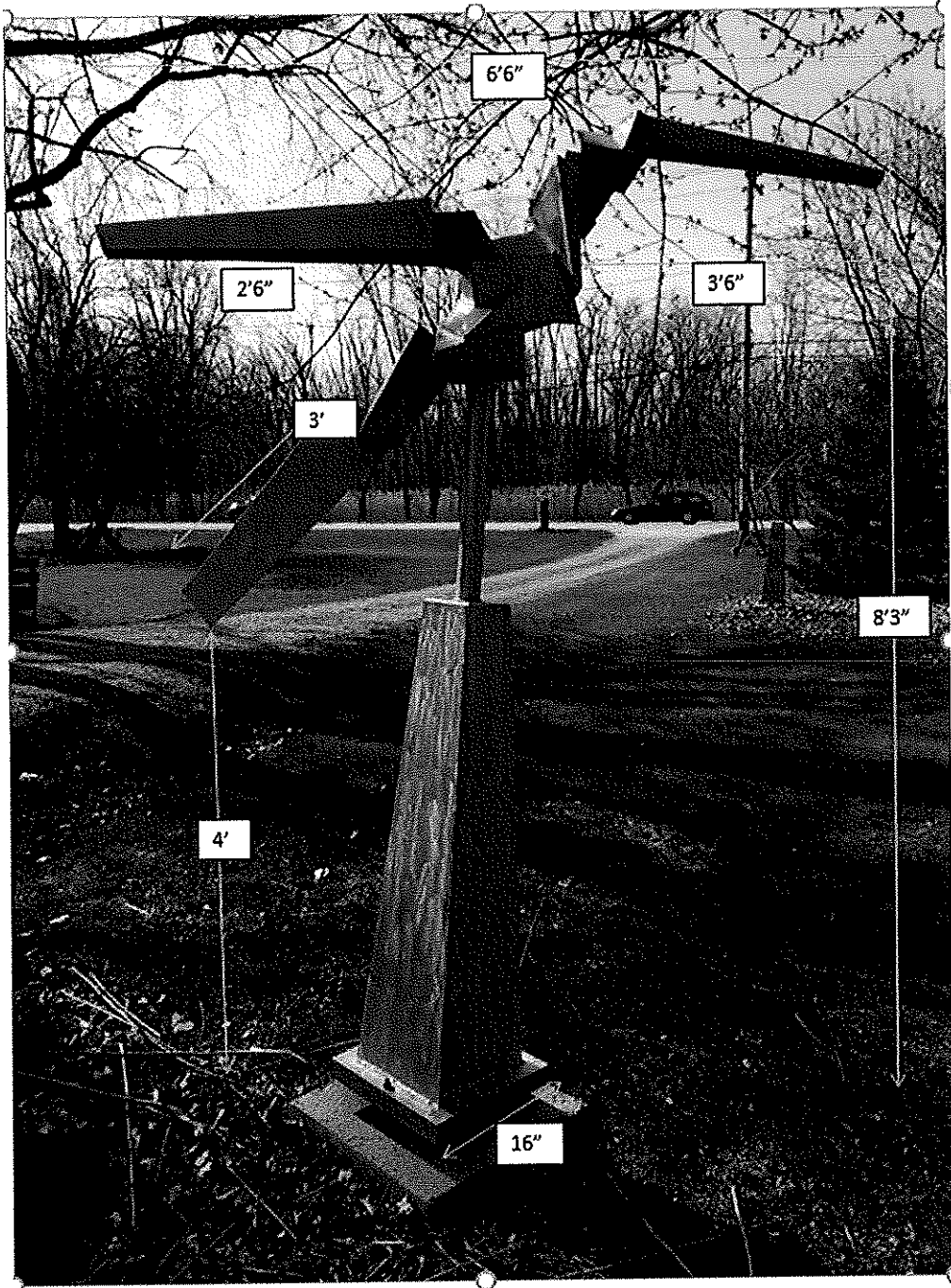
Signature:

Date:

**OUTGOING CONDITION REPORT**

Signature:

Date:



*Crosswind Approach* by Steven Haas