AMENDED

CITY OF STURGEON BAY
COMMUNITY PROTECTION & SERVICES COMMITTEE
Thursday, October 13, 2016
Immediately Following the Cable Communication System Advisory Council which starts at 4:30 p.m.
Council Chambers, City Hall – 421 Michigan Street

1. Roll call.
2. Adoption of agenda.
3. Consideration of: 2017 Cable TV budget
4. **Consideration of: Personal services contract with Mann Communication, LLC for cable TV services**.
5. Consideration of: Snow Blowing Business Sidewalks
6. Consideration of: Public Safety Training Facility
7. 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: 10/11/16
Time: 10:00 am
By: SSO

Community Protection & Service Committee:
Richard Wiesner, Chr.
Kelly Catarolzoli
David Ward

CABLE TV - FUND 21

09/27/16

		2015 ACTUAL	2016 JAN - AUG ACTUAL	2016 SEPT - DEC ESTIMATE	2016 ESTIMATE	2016 BUDGET	2017 BUDGET
	FUND BALANCE - CASH ON HAND				**345,153.62**	**338,451.25**	**379,418.62**
	REVENUE						
21 000 000 48100	SALE OF CITY PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00
21 000 000 49102	FRANCHISE FEE	137,710.08	104,978.56	34,521.44	139,500.00	135,000.00	139,500.00
21 000 000 49103	CAPITAL CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00
21 000 000 49999	MISCELLANEOUS REVENUE / ADVERTISING	60.00	65.00	0.00	65.00	0.00	0.00
	TOTAL REVENUE	137,770.08	105,043.56	34,521.44	139,565.00	135,000.00	139,500.00
	OTHER FUNDING SOURCES/USES						
	RESERVES APPORTIONED	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL APPORTIONED/APPLIED REVENUE	0.00	0.00	0.00	0.00	0.00	0.00

CABLE TV - FUND 21

09/27/16

		2015 ACTUAL	2016 JAN - AUG ACTUAL	2016 SEPT - DEC ESTIMATE	2016 ESTIMATE	2016 BUDGET	2017 BUDGET
	EXPENDITURES - PUBLIC ACCESS - CHANNEL 96						
	PERSONNEL						
21 000 000 50010	WAGES - MANAGEMENT	697.26	0.00	2,000.00	2,000.00	2,000.00	2,000.00
	COMMODITIES						
21 000 000 51100	COMPUTER SOFTWARE	539.22	0.00	600.00	600.00	400.00	600.00
21 000 000 51950	SUPPLIES	6.25	0.00	600.00	600.00	600.00	600.00
21 000 000 52700	SMALL TOOLS/EQUIPMENT	715.60	37.91	1,162.09	1,200.00	1,200.00	1,000.00
21 000 000 54999	MISC COMMODITIES	0.00	0.00	100.00	100.00	300.00	200.00
	CONTRACTUAL						
21 000 000 55010	LEGAL	0.00	0.00	500.00	500.00	500.00	500.00
21 000 000 55015	BROADCAST PRODUCTION - GENERAL	57,035.00	37,510.00	21,190.00	58,700.00	58,700.00	60,390.00
21 000 000 55600	CONFERENCES, TRAINING, TRAVEL	0.00	0.00	400.00	400.00	400.00	200.00
21 000 000 56000	DUES, MEMBERSHIPS, PUBLICATIONS	0.00	0.00	400.00	400.00	400.00	400.00
21 000 000 56250	EQUIPMENT MAINTENANCE	0.00	104.27	895.73	1,000.00	1,000.00	1,000.00
21 000 000 56700	INTERNET	1,200.00	700.00	1,300.00	2,000.00	2,000.00	1,500.00
21 000 000 57450	PUBLICATION / ADVERTISING	0.00	0.00	500.00	500.00	500.00	0.00
21 000 000 57650	RENT	4,500.00	0.00	4,500.00	4,500.00	4,500.00	4,500.00
21 000 000 58999	MISC. CONTRACTUAL	7,302.72	1,601.78	6,148.22	7,750.00	7,750.00	7,750.00
	CAPITAL						
21 000 000 59040	MISC. TECHNOLOGY	0.00	0.00	200.00	200.00	200.00	200.00
21 000 000 59070	EQUIPMENT	25,028.33	1,487.48	18,612.52	20,100.00	20,100.00	20,100.00
21 000 000 59200	OPERATING TRANSFER OUT / FIBER INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	207,000.00
	TOTAL	97,024.38	41,441.44	59,108.56	100,550.00	100,550.00	307,940.00
	EXPENDITURES - SCHOOL - CHANNEL 98						
	CONTRACTUAL						
21 000 007 51950	SUPPLIES	0.00	0.00	100.00	100.00	100.00	100.00
21 000 007 55015	BROADCAST PRODUCTION - CHANNEL 07	0.00	0.00	400.00	400.00	400.00	310.00
21 000 007 58999	MISC. CONTRACTUAL	1,658.33	0.00	2,250.00	2,250.00	2,250.00	2,250.00
	CAPITAL						
21 000 007 59070	EQUIPMENT	0.00	0.00	2,000.00	2,000.00	2,000.00	1,700.00
	TOTAL	1,658.33	0.00	4,750.00	4,750.00	4,750.00	4,360.00
	TOTAL CABLE TV EXPENDITURES	**98,682.71**	**41,441.44**	**63,858.56**	**105,300.00**	**105,300.00**	**312,300.00**
	ANNUAL VARIANCE				**34,265.00**	**29,700.00**	**(172,800.00)**
	FUND BALANCE				**379,418.62**	**368,151.25**	**206,618.62**

PERSONAL SERVICES CONTRACT

AGREEMENT made this ____ day of _____, 2014, by and between the City of Sturgeon Bay, a Wisconsin municipal corporation, c/o Stephanie Reinhardt, City Clerk, 421 Michigan Street, Sturgeon Bay, Door County, Wisconsin 54235, hereafter referred to as City, and MANN COMMUNICATIONS, LLC, 633 S. 17TH PLACE, STURGEON BAY, DOOR COUNTY, WISCONSIN 54235, hereafter referred to as Contractor.

RECITALS

A. **WHEREAS**, the City is in need of procuring certain personal services for the consolidation and operation of four (4) public, educational, and government (PEG) channels; the promotion, administration, and operation of the PEG channels in accordance with the description of services to be performed as set forth below.

B. **AND WHEREAS**, the Contractor represents that he is ready, willing, and capable of providing said services to the City.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties as hereinafter set forth, the parties agree as follows:

A. Services to be Performed.

The operator shall, during the entire term of this agreement, and any extended term hereafter administer and operate Channel 987, Channel 989, Channel 988 and Channel 990 of the City of Sturgeon Bay cable system, or any of the consolidated public, educational, and governmental channels. The operation and administration of the operator shall include the following:

1. Channel 987:
    a. Prepare programming for broadcast based upon general guidance from the Community Protection and Services Committee.
    b. Maintain a text crawl overlaying the video programming highlighting upcoming community events.

2. Channel 989:
    a. Develop and implement video programming on a weekly schedule. Programming shall consist of a combination of video submitted from within the community, video produced by the operator, and video submitted from outside the community, but with content of local interest.
    b. Develop and maintain non-video programming in the form of text and graphics consisting of public service announcements, program schedules and other information of local interest.

c. Monitor all submittals for compliance with city ordinances and policies concerning public access cable.
d. Provide video coverage for broadcast of at least 30 community events per year, to include parades, festivals, sports, political forums, visual and performing arts, and other programs of community interest.
e. Maintain an inventory of video equipment and make it available to the general public for the taping of local events for broadcast on Channel 96. Coordinate public awareness regarding availability of public access channel.

3. Channel 988:
   a. Video Record and broadcast a minimum of six (6) governmental meetings per month and two City Council preview shows per month. All videotaped city meetings will be broadcast live unless directed otherwise.
   b. Develop and implement a broadcast schedule for all city and county meetings videotaped.
   c. Develop and maintain non-video programming in the form of text and graphics consisting of all city meetings agendas, city government announcements, and other city information of public interest.

4. Channel 990:
   a. Video Record and broadcast a minimum of one (1) school district meeting per month and three (3) additional educational programs per month. All videotaped school district meetings will be broadcast live unless directed otherwise.
   b. Develop and implement a broadcast schedule for all school district meetings videotaped.
   c. Develop and maintain non-video programming in the form of text and graphics consisting of all school district meetings agendas, school district announcements, and other school district information of public interest.
   d. All school district meetings/events which are recorded live shall be broadcast within one (1) week of recording.

5. General:
   a. Maintain, on a yearly basis, an operations manual for the Sturgeon Bay Community Access Cable System.
   b. Attend regular scheduled meetings of Community Protection and Services Committee and the Cable Communications System Advisory Council and report as necessary.
   c. Maintain Video Record archives of all programming.
   d. Maintain records of all programming and other significant activity.

e. Maintain equipment in a serviceable condition, procure repairs as necessary and recommend for liquidation or disposal, items of equipment which is no longer needed. Maintain an up-to-date equipment inventory.
f. Coordinate public access activities including public awareness campaign, broadcast of tapes provided by the general public, maintaining and lending equipment, and recording significant community events as required.
g. Work with City and School District staff in preparation and presentation of annual operating expense and capital improvements budgets for Channels 95, 96, 97 and 98.
h. Maintain the City's plan for operation of PEG channels. Operate the PEG channels pursuant to said plan. Recommend revisions to said plan that will enhance the effectiveness and operation of the PEG channels.

2. Contract Term. The services provided in Section A shall be provided during the term commencing January 1, 2015 and ending at 11:59 p.m. on December 31, 2016, unless sooner terminated as provided herein. The City of Sturgeon Bay may, at its option, extend this Contract for additional terms of two years by providing notice thereof at least thirty (30) days prior to the expiration of this Agreement.

3. Compensation. The City shall compensate Contractor for the above-described services at the annual rate of $56,220.00 during the term of this contract. Payments shall be made to Contractor in equal monthly payments beginning thirty (30) days after the commencement of this Agreement, for services rendered for the previous month. Contractor shall also receive a commission of fifteen (15%) percent of the sale price of any equipment sold by Contractor at City's request. The City reserves the right to sell surplus equipment independent of Contractor. Prior to commencement of work, Contractor shall receive approval from either the Community Protection & Services Committee or the City Administrator (for emergency situations) for compensation of any materials or services performed above and beyond the provisions of this contract.

4. Provision of Equipment, Materials, Goods, and Services. The City shall provide the following described materials, goods, or services to Contractor:

A. Use of all City PEG cable equipment and facilities. Contractor agrees to use such facilities and equipment carefully and prudently and will not be held responsible for damage to or loss of such equipment and facilities unless Contractor is found to be negligent, or unless such damage or loss is the result of an intentional act of Contractor. Contractor shall not be responsible for loss or damage under circumstances over which Contractor has no control.

B. Regarding any materials, goods, or supplementary services that Contractor may deem necessary in order to provide services to the City under this contract, Contractor may voluntarily, at no cost to the City, provide such materials, goods, or supplementary services or Contractor may specifically request City, in writing, to provide or make available such materials, goods or supplementary

services. Video tapes provided by the Contractor for PEG programming upon taping shall become the property of the City.

C. The Contractor is not required to provide any materials, goods, or supplemental services. However, Contractor may provide the use of some of his own materials or goods in order to improve the Contractor's services to the City.

D. Any media, programming, or related media produced in accordance with this contract shall remain the exclusive property of the City of Sturgeon Bay, and the Contractor shall in no way acquire any ownership, copyright, or rights of artistic expression therein.

E. Any purchases of goods or equipment by Contractor on the City's behalf for the operation of the PEG channels shall follow the purchasing guidelines and policies of the City.

5. Programming Use. Contractor agrees not to use his position as PEG Coordinator or use any equipment owned by the City and furnished for use of PEG programming or use any programs written, developed or produced in connection with PEG programming for Contractor's personal use or for sale or other profit by Contractor. Contractor agrees that all programming and production during the term of the Contract, whether produced by the Contractor or submitted by private parties, shall be the property of the City. Contractor shall have no rights to the use of said programs.

6. Insurance. Contractor shall maintain during the life of this Contract and any extension hereof general liability and property damage insurance as shall protect Contractor and any subcontractor/employee performing work covered by this Contract from any claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from performance of this Contract, whether such operation be by Contractor itself or by any subcontractor or by anyone directly or indirectly employed by either of them. Property damage and liability insurance shall name the City of Sturgeon Bay as an additional insured. The coverages and minimum policy limits of such insurance shall be as follows:

A. Bodily Injury

$1,000,000	Each Occurrence
$1,000,000	Annual Aggregate, Products & Completed Operations

B. Property Damage

$500,000	Each Occurrence
$1,000,000	Annual Aggregate

C. Property Damage Liability will provide Explosion, Collapse and Underground coverage where applicable.

D. Personal Injury with employment exclusion deleted

$1,000,000	Annual Aggregate

E. Comprehensive Automobile Liability

F. Bodily Injury

$500,000	Each Person
$500,000	Each Accident

G. Property Damage

$500,000	Each Occurrence

H. Business Auto Insurance

$500,000	Single Limit for Bodily Injury and/or Property Damage

7. Worker's Compensation Insurance. Contractor shall maintain during the term of this Contract and any extended term hereafter worker's compensation insurance for all its employees at the site of the project and, in case any work is sublet, shall require any subcontractor to provide worker's compensation insurance covering any employee which is working upon the project which is the subject of this Agreement.

8. Independent Contractor. The parties understand and acknowledge that the relationship herein between the City and Contractor is that of an Independent Contractor relationship and not that of an employer-employee relationship. The parties also understand that the Contractor will be responsible for all income tax and social security tax reporting; the City will furnish a Form 1099 showing the gross payments for the above-described personal services but will not withhold any amounts for income taxes or social security taxes for Contractor.

9. Indemnification. Contractor shall indemnify and hold harmless City, its agents, officers and employees, for any damages to person, property, or otherwise caused by the actions of Contractor.

10. Termination. This Personal Services Contract may be terminated by the City at any time upon prior thirty (30) days written notice delivered to the Contractor from the City, or to the City or sent by certified mail return receipt requested. Either party may terminate this Agreement immediately at any time upon breach by the other party of its obligations and responsibilities under this contract. Upon termination, Contractor shall be paid for all funds due to him through date of termination.

11. Return of Property. Upon termination of this agreement, for any reason, Contractor will return to the City all equipment, books, records, tapes and documents belonging to the City which he has in his possession or control or which he has placed with someone else in the condition such equipment or property was in when received by Contractor, usual wear and tear excepted.

12. Default/Breach. In event of breach of the contract by Contractor, Contractor will be responsible for the City's cost of enforcement (including costs of obtaining return of any property under paragraph 11. above), including court costs, disbursements and attorneys fees.

13. Assignment. Contractor may not assign his interest in this contract without the prior written consent of the City. He may hire or contract with other persons or entities for the performance of duties under this Agreement without violating this provision.

14. Laws Applicable/Severance. The undersigned parties understand and acknowledge that this personal services contract represents the entire understanding between the parties for the providing of the above described personal services. This personal services contract shall be interpreted in accordance with the laws of the State of Wisconsin. In the event that any of the provisions herein are held to be legally unenforceable, the remaining provisions of this personal services agreement not inconsistent with such legal findings shall remain in full force and effect.

15. Declaration of Novation. This contract represents and constitutes a novation of any and all existing contracts and amendments, including but not limited to the present contract dated February 9, 2007 and that as a novation, this contract supersedes and replaces all such previously existing contracts.

16. The following documents are hereby included as a part of this contract as a method of clarifying the scope of work and services to be provided.

A. CITY OF STURGEON BAY, WISCONSIN, REQUEST FOR PROPOSALS, OPERATION OF FOUR (4) PUBLIC, EDUCATIONAL. & GOVERNMENT (PEG) CHANNELS

B. Proposal, Mann Communications, LLC, July 14, 2010

17. This Agreement shall extend to the heirs, successors, personal representatives and assigns of the parties hereto.

CITY OF STURGEON BAY

By: _____

Thad Birmingham, Mayor

Attest:

By: _____
Stephanie L. Reinhardt, City Clerk

STATE OF WISCONSIN

COUNTY OF DOOR

Personally came before me this ____ day of _____, 2014, Thad Birmingham, Mayor, and Stephanie L. Reinhardt, City Clerk of the above named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority.

_____

Notary Public, State of Wisconsin
My Commission: _____

CONTRACTOR:

_____
Jason Mann, Co-Owner

_____
Morgan Mann, Co-Owner

STATE OF WISCONSIN

COUNTY OF DOOR

Personally came before me, this ____ day of _____, 2014, the above named Jason Mann to me known to be the person who executed the foregoing instrument and acknowledged that same.

_____

Notary Public, State of Wisconsin
My Commission: _____

STATE OF WISCONSIN
COUNTY OF DOOR

Personally came before me, this ____ day of _____, 2014 the above named Morgan Mann to me known to be the person who executed the foregoing instrument and acknowledged that same.

_____

Notary Public, State of Wisconsin
My Commission: _____

This instrument drafted by:
Attorney Randall J. Nesbitt
Pinkert Law Firm LLP
454 Kentucky Street, P.O. Box 89
Sturgeon Bay, WI 54235-0089
Telephone No.: (920)743-6505
on behalf of the City of Sturgeon Bay

Executive Summary

Title: Snow Blowing Business Sidewalks

Background: Currently the City of Sturgeon Bay Municipal Services Department blows the snow from sidewalks in our downtown area, defined as the area around 3rd avenue and Madison Avenue after each 3" snowfall. Since Egg Harbor Road has been completed with the installation of sidewalks some businesses have requested to have their sidewalks included as part of the downtown sidewalk snow blowing program.

Currently it takes DPW 12 man hours at a cost of $1,235.00 per snow event to blow sidewalks that border city owned property and sidewalks around our downtown businesses. This cost includes wages, benefits and equipment costs. The breakdown is as follows;

Sidewalks around city owned property 28,300 lineal feet or 5.36 miles	$707.50
Non city owned property 21,100 lineal feet or 4 miles	$527.50
Addition of Egg Harbor Road 9300 lineal feet or 1.76 miles	$232.50
Addition of Jefferson Street 3200 lineal feet or .6 miles	$ 80.00

Total Costs currently completed	$1,235.00 per snow event
Addition of Egg Harbor Road	$1,467.50 per snow event
Addition of Jefferson Street	$1,547.50 per snow event

After researching our city record we have not been able to determine when or why this practice started. The City of Sturgeon Bay Clerk questioned other municipalities over the Clerks network to see if they clear sidewalks for businesses. There were 10 responses to the question all stating they do not clear snow for businesses. All stated that businesses are treated the same as residents, if sidewalks are not cleared within a certain amount of time the city will hire or clear the sidewalk and bill the property owner for this service. One municipality stated that this practice may be illegal, since municipalities cannot use tax dollars to complete private work.

Fiscal Impacts: There will be no labor savings by eliminating snow blowing of downtown sidewalks since the employees will continue to remove snow from sidewalks around City owned properties and assist with the clearing of streets and alleys. There will be a saving in equipment maintenance, fuel and future capital purchases of Trackless machines.

Recommendation: Staff recommends eliminating snow blowing downtown sidewalks.

Prepared By: Bob Bordeau — **Date:** 10/6/16

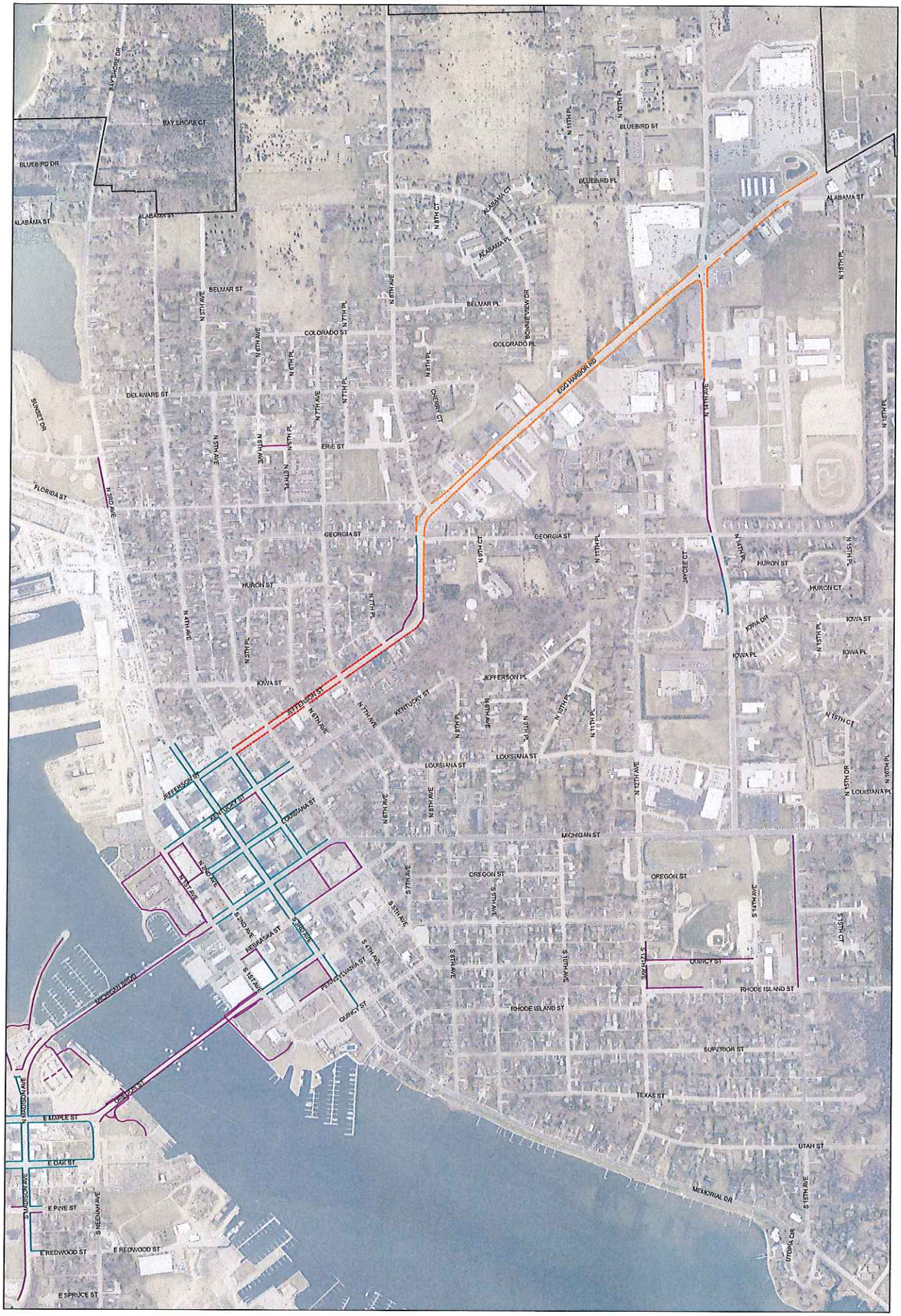
Bob Bordeau
Municipal Services Director

Reviewed By: Valerie Clarizio — **Date:** 10/6/16

Valerie Clarizio
Finance Director

Reviewed By: Josh VanLieshout — **Date:** 10/6/16

Josh VanLieshout
City Administrator



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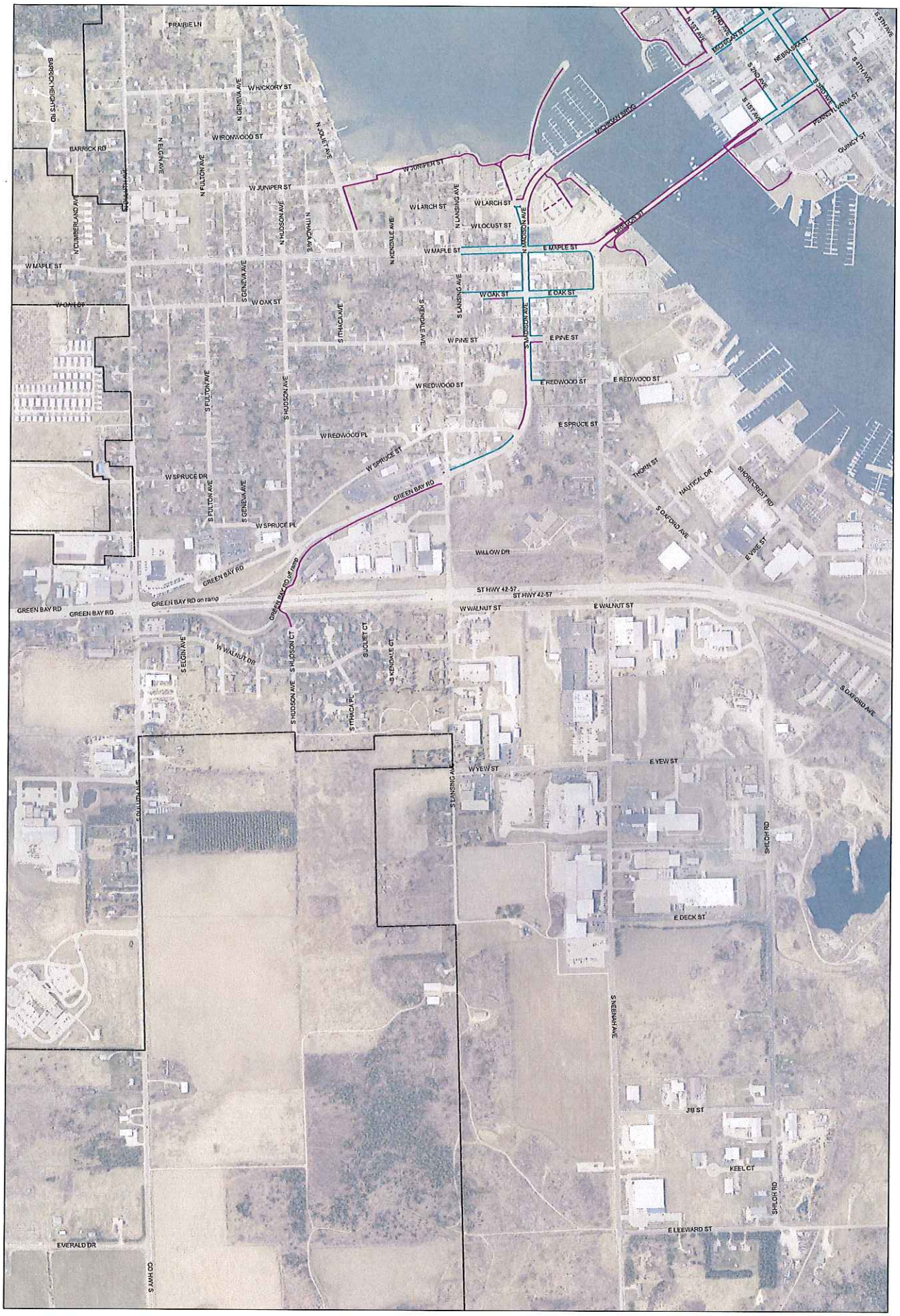
SIDEWALK SNOW REMOVAL

SEPT, 2016

- Existing by City 28,300 LF
- Existing Private by City 21,100 LF
- Proposed Jefferson St by City 3,200 LF
- Proposed Egg Harbor Rd by City 9,300 LF



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