

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR MARINA, PARKS AND FORESTRY BOARD CONSIDERATION

ITEM DESCRIPTION: Agreement between the City of Sheboygan and Making Spirits Bright, Inc., (“MSB”).

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: October 17, 2019

MEETING DATE: October 22, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: MSB was initiated in 2012 by the Sheboygan County Rotary Clubs to provide a quality, exciting, family event and to collect much needed food pantry items. This event is held in the City of Sheboygan’s Evergreen Park.

STAFF COMMENTS: This proposed agreement is an update to the current 2015 agreement. The Department of Public Works is in full support of this event and the wonderful service that it provides to Sheboygan County.

ACTION REQUESTED: Motion to approve and recommend to the Public Works Committee.

ATTACHMENTS:

- I. MSB Agreement with the City.

**AGREEMENT
BETWEEN
CITY OF SHEBOYGAN
AND
MAKING SPIRITS BRIGHT, INC.
FOR USE OF EVERGREEN PARK**

THIS AGREEMENT, hereinafter referred to as the "Agreement," is entered into this _____ day of _____, 2019 (the "Effective Date"), by and between the City of Sheboygan, a municipal corporation existing under the laws of the State of Wisconsin (the "City"), and Making Spirits Bright, Inc., ("MSB") a Wisconsin non-stock corporation with its principal office at 3034 N. 20th Street, Sheboygan, Wisconsin 53081.

RECITALS

(i) For over 100 years, Rotary Clubs have recognized the needs of families in Sheboygan County and have been contributors to, and supporters of, organizations who address those concerns. The motto of Service Above Self is exemplified annually by the projects that the Rotarians support and the grants provided to individuals and organizations as a result of successful fundraisers.

(ii) The Sheboygan County Rotary Clubs have combined their efforts in developing and providing the Making Spirits Bright annual drive-through holiday lights display in Evergreen Park and the Quarryview Center during the holiday season.

(iii) The Sheboygan County Rotary Clubs are partnering with the Sheboygan County Food Bank by asking all who attend this family fun event to bring food pantry items as their admission to the park.

(iv) The Sheboygan County Rotary Clubs have established MSB as a non-stock not for profit corporation for the purposes of developing, promoting, organizing, planning and staging the annual event.

(v) The Sheboygan County Rotary Clubs, through MSB, are again requesting permission to utilize Evergreen Park and the Quarryview Center for the holiday light display event and asking that the parks be closed to vehicular traffic (other than light display patrons) to ensure safety for the event.

(vi) The City is willing to grant such permission subject to certain terms and conditions.

(vii) The parties recognize and understand that Evergreen Park is also utilized in the wintertime for cross country skiing, and that a system of ski trails has been established for outdoor winter recreation for the public.

(viii) This Agreement is intended to authorize MSB to successfully set up, operate and take down their holiday light display while minimizing to the extent possible, impact upon cross country skiing in the park and the grooming of the ski trail system.

NOW, THEREFORE, in consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Parties recognize that in April 2015, the Parties entered into an Agreement for the Use of Evergreen Park and Quarryview Center ("2015 Agreement"). The 2015 Agreement was set for an initial term commencing in mid-October 2015 and ending January 10, 2016. The 2015 Agreement automatically renewed for successive one-year terms through January 10, 2020. The Parties wish to conduct the 2019-2020 administration of the holiday light display event under this Agreement rather than the April 2015 Agreement.

2. The City agrees to make Evergreen Park available to MSB for its drive-through holiday light display between the Effective Date of this Agreement and January 16, 2020¹ and the Quarryview Center available to MSB between November 7, 2019 and December 31, 2019, subject to the following:

(a) For the avoidance of doubt, for all future administrations of the holiday light display covered by this Agreement, MSB shall remit payment of \$1,500 per year for the use of Evergreen Park and the Quarryview Center on or before the March 1 preceding the event commencing in that calendar year.

¹ This time period shall include the setup and removal of all lights and other elements included in the holiday light display.

- (b) MSB shall complete all event forms reasonably requested by the City's Department of Public Works, pursuant to the deadlines set forth.
- (c) MSB shall indemnify, defend, and hold harmless the City from all claims, actions and suits brought against the City on account of any injuries or damages received or sustained by any party or parties by or from the MSB, its employees, agents, or volunteers, arising from the exercise of the rights and privileges granted herein or on account of any act or omission of the MSB or its employees, agents, or volunteers.
- (d) MSB agrees to provide the City with a certificate of insurance illustrating the existence of a commercial general liability insurance policy providing at least \$2,000,000 in coverage, naming the City as an additional insured.
- (e) MSB agrees to reimburse the City for damages to the park and the Quarryview Center caused by or arising as a result of the use of said parks and park facilities under this Agreement.
- (f) MSB agrees to strictly abide by all rules established by the Department of Public Works for its use of the parks.
- (g) MSB shall work with the City Parks Department to provide room for groomed trails as shown on the map attached to this Agreement as **Exhibit A** throughout its use of Evergreen Park.
- (h) MSB shall leave the area identified as Practice Ski Area on **Exhibit B** available for use by cross country skiers at all times during its occupancy of Evergreen Park.
- (i) MSB shall make best efforts to allow for a 10 foot wide ski trail around the south side of the Area #4 parking lot beginning on January 3 of each year.
- (j) MSB shall have all ski trail areas in Evergreen Park available for grooming by January 17 of each year.

- (k) In recognition of the City's support of MSB, MSB shall recognize the City of Sheboygan as an in-kind donor in any written materials distributed at Making Spirits Bright, including a City logo on the map of Evergreen Park included in the written materials and any other recognition provided to other in-kind donors to MSB.

3. As set forth above, this Agreement shall be for an initial term commencing the Effective Date of this Agreement and ending January 16, 2020. It shall automatically renew to allow use of Evergreen Park and Quarryview Center on the following schedule, unless notice is provided by either party to the other no later than May 31 of each year:

Evergreen Park

October 5, 2020 through January 16, 2021
October 4, 2021 through January 16, 2022
October 3, 2022 through January 16, 2023
October 1, 2023 through January 16, 2024
October 7, 2024 through January 16, 2025

Quarryview Center

November 5, 2020 through December 31, 2020
November 4, 2021 through December 31, 2021
November 3, 2022 through December 31, 2022
November 2, 2023 through December 31, 2023
November 7, 2024 through December 31, 2024
November 6, 2024 through December 31, 2024

In no event shall this Agreement be automatically renewed beyond January 16, 2025. The Director of Public Works may, subject to the availability of Evergreen Park, allow MSB to start on an earlier date than that specified in this Section.

4. Termination.

In the event that MSB breaches its obligations under this Agreement, the Director of Public Works may provide a Notice of Intent to Terminate to:

Kenneth R. King
730 S. 8th Street, Unit 506
Sheboygan, WI 53082

Such Notice of Intent to Terminate shall become effective upon ratification by the Common Council of the City.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

MAKING SPIRITS BRIGHT, INC.

CITY OF SHEBOYGAN

By: _____

By: _____
Michael J. Vandersteen
Mayor

Date: _____

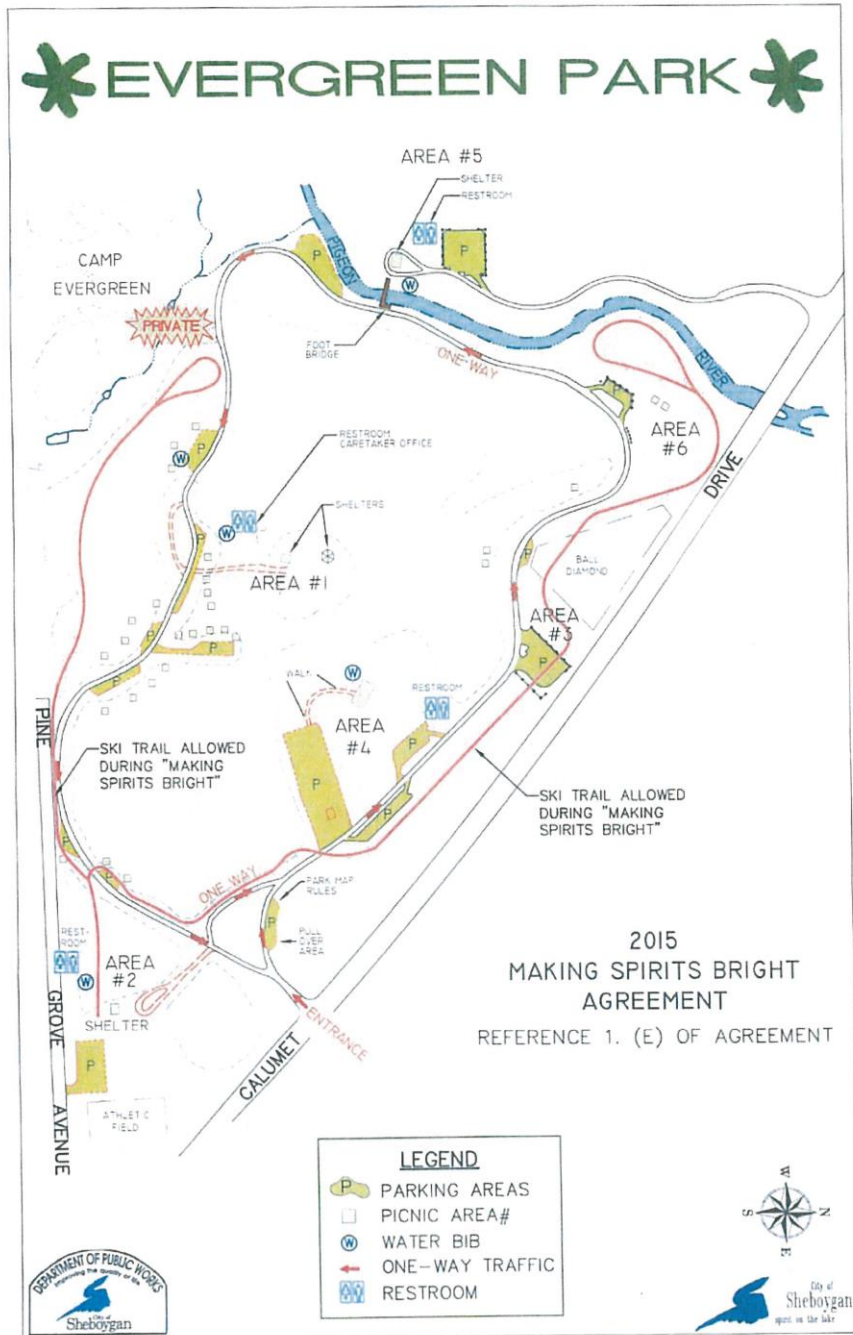
Date: _____

ATTEST:

Meredith DeBruin
City Clerk

Date: _____

EXHIBIT A



CITY OF SHEBOYGAN

REQUEST FOR MARINA, PARKS AND FORESTRY BOARD CONSIDERATION

ITEM DESCRIPTION: International Mountain Bicycling Association (“IMBA”) Proposal, and fundraising by Carl and Kathryn Martens, owners of Aventuron.

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: October 17, 2019

MEETING DATE: October 22, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: Department of Public Works staff has worked with Fat-Cats Bicycle Club to allow mountain biking trails to be kept in Evergreen Park, Quarry Park, and areas of Maywood Park. The department, with the aid of several users, has mapped the bike trails as well as the ski trails over the course of the summer. Before going any further with the development of the mapping, the city would like to work with Carl and Kathryn Martens, owners of Aventuron, to allow them to fundraise for and hire IMBA Trail Solutions, to complete an assessment and design a concept plan of the trails in these parks.

STAFF COMMENTS: Department of Public Works staff has been working with the Martens to work toward the hiring of IMBA. The department would like the Martens to be able to fundraise for the project cost of \$9,965. Once the assessment plan is developed the department would aid in providing mapping and trail marking to better aid in the use the mountain biking trails in our parks.

ACTION REQUESTED: Motion to approve Carl and Kathryn Martens to fundraise for the cost of the IMBA proposal and submit the agreement for consideration with the Public Works Committee.

ATTACHMENTS:

- I. IMBA Proposal



Joe Kerlin
Superintendent of Parks and Forestry
City of Sheboygan, WI – DPW
2026 New Jersey Ave, Sheboygan, WI 53081

Via: Joe.kerlin@sheboyganwi.gov

September 19, 2019

Mr. Kerlin,

Thank you for the opportunity to submit this proposal to complete an assessment and concept plan for Evergreen Park in Sheboygan, WI. IMBA Trail Solutions proposes to provide staff for on-site meetings and field review of the project area. An outline of our approach is included in the following proposal.

As the international leader in developing natural surface trails and bike parks, IMBA Trail Solutions has worked extensively with municipalities and local, and has deep experience in ensuring trail projects meet our clients' goals. Our staff excels at planning, design, and construction of natural surface trail facilities and bike parks that provide high-quality experiences for visitors of all ages and ability levels.

If you agree with the attached proposal, please sign, scan, and return it to me. Do not hesitate to contact me if you have any questions on the following scope of work and fee estimate.

Sincerely,

A handwritten signature in black ink that reads "MICHAEL D. REPYAK". The signature is written in a cursive, slightly slanted style.

Michael Repyak, Trail Solutions Director of Planning and Design
International Mountain Bicycling Association
Mike.Repyak@imba.com



Qualifications and Experience

IMBA Trail Solutions is the international leader in developing singletrack trails, with experience in over 500 projects in the North America, Europe, and Asia. Our staff excels at planning, design, and construction of trail systems that provide high-quality experiences for local riders and destination visitors while simultaneously minimizing environmental impacts.

Trail Solutions is a fee-for-service based arm of the International Mountain Bicycling Association (IMBA), a 501(c)3 non-profit organization. IMBA's mission is to create, enhance, and preserve great mountain biking experiences. Trail Solutions employs approximately twenty professional trail planners and builders. In addition to being industry professionals and exceptional mountain bike riders, Trail Solutions staff hold a broad base of applicable skills and knowledge from planning, landscape architecture, environmental sciences to GIS systems, AutoCAD, and graphic design.

Our wealth of experience has allowed us to develop the gold standard guidelines for creation of both sustainable and enjoyable singletrack trails. These guidelines have influenced all major federal land management agencies and a large number of state and local parks departments. We pride ourselves on the positive experiences we have provided to the millions of active trail users around the world, and in the economic independence that communities have achieved through the development of destination trail systems.



Evergreen Park Trail Network and Bike Park Feasibility and Planning – Sheboygan, WI

Project Approach

Trail Solutions (TS) proposes a collaborative process of assessment and planning. City of Sheboygan staff and appropriate stakeholders will be engaged and informed throughout the process. By doing so, all involved will have opportunities to review recommendations on bike park trail development, from assessment through design, and set the stage for future implementation of a successful project completed in an efficient and fiscally sound manner that provides rider experiences the local/regional/destination ridership is looking for.

To kick-off the project, TS will meet with City of Sheboygan staff and stakeholders to discuss the goals for developing trails, the range of users to plan for, and the desired trail experiences to be offered. TS staff will then review the project area, existing trails, and surrounding community. While on site TS staff would like to discuss any other recreation based projects in the city with trail development areas, feasible trail corridors, and connections that can be made to those recreation opportunities. This site visit will inform the tasks to complete a Concept Plan that builds upon an the existing conditions and current planning and will guide the next steps of design through implementation.

TS planning and design practices will advise the eventual development of trail specifications, recommended construction methods and implementation, construction cost estimates, and phasing recommendations. These details will also help in determining permitting processes to complete and costs related to fulfilling permit requirements.

The following Scope of Work and Fee Estimate outlines the proposed assessment and concept planning. Once these tasks are complete, Trail Solutions will have detailed information that will allow us to recommend an appropriate list of next steps.



Evergreen Park Trail Network and Bike Park Feasibility and Planning – Sheboygan, WI

Scope of Work

TASK 1 – Project Preparation

- Discuss project goals and objectives with City staff and stakeholders.
- Obtain and review available mapping data.
- Create base map to be used for feasibility and planning exercises.

TASK 2 – Trail System Feasibility

- Complete a desktop analysis of Evergreen Park using created base maps and geospatial information to make initial determinations and formulate a preliminary concept plan.
- TS staff will travel to Sheboygan, WI to meet on site with City staff and stakeholders to review the park's existing conditions, discuss desired experiences and potential trail network with bike park offerings.

TASK 3 – Feasibility Deliverable

- Draft feasibility and recommendations memo with map graphic. The memo and map, to the extent possible based on the site visit, will discuss existing conditions, field findings regarding the trail network feasibility, potential bike optimized trail and bike park experiences. Recommendations related to next steps and cost opinions for those steps can be discussed.
- Finalize the memo and graphic based on client and stakeholder feedback.

TASK 4 – Conceptual Trail and Bike Park Planning

- During the feasibility site visit, TS staff will complete an initial sketch of the project site focusing on conceptual trail alignments and bike park facilities.

TASK 5 – Trails and Bike Park Concept Plan Deliverable

- Draft Trails Concept Plan and map graphic. The plan and map will further discuss the field findings regarding conceptual trail alignments, bike park components, and trailhead development. Implementation cost opinions will also be included.
- Finalize the plan and graphic based on client and stakeholder feedback.

Fee Estimate

Evergreen Park Trail Network and Bike Park Feasibility and Planning		
	Expenses	Fee
TASK 1 - Project Preparation		
1.1	Project Kick-off	\$ 205
1.2	Basemap Production	\$ 995
<i>TASK 1 SUBTOTAL</i>		\$ 1,200
TASK 2 - Trail System Feasibility		
2.1	Desktop analysis	\$ 825
2.2	Travel to/from Sheboygan, WI	\$ 360
2.3	On site meeting with City staff and stakeholders	\$ 185
2.4	Field assessment of trail network and bike park potential (1 TS Staff, 1 Day)	\$ 560
<i>TASK 2 SUBTOTAL</i>		\$ 1,930
<i>TASK 2 EXPENSES</i>		\$ 335
TASK 3 - Feasibility Deliverable		
3.1	Draft feasibility and recommendations memo/maps graphic	\$ 1,275
3.2	Final feasibility and recommendations memo/maps graphic	\$ 385
<i>TASK 3 SUBTOTAL</i>		\$ 1,660
TASK 4 - Conceptual Trail and Bike Park Planning		
4.1	Field based trail and bike park planning (1 TS Staff, 1 Day)	\$ 860
<i>TASK 4 SUBTOTAL</i>		\$ 860
<i>TASK 4 EXPENSES</i>		\$ 250
TASK 5 - Trails and Bike Park Concept Plan Deliverable		
5.1	Draft concept trails and bike park plan and maps	\$ 2,695
5.2	Finalize concept trails and bike park plan and maps	\$ 1,035
<i>TASK 5 SUBTOTAL</i>		\$ 3,730
TOTAL LABOR COSTS		\$ 9,380
ESTIMATED EXPENSES		\$ 585
TOTAL PROJECT COSTS		\$ 9,965

Labor fee is estimated to be \$9,380

Expenses are estimated to be \$585; this includes travel costs, lodging, and meals.

Total Project Costs \$9,965

Evergreen Park Trail Network and Bike Park Feasibility and Planning – Sheboygan, WI



Agreement

This document sets forth the agreement for retention of **IMBA's Trail Solutions** (herein referred to as "TS") to provide services to **City of Sheboygan** (herein referred to as "Client") in connection with the above-noted project. The basis of IMBA's Trail Solutions retention is described above and in the attached Conditions document.

Approved for **City of Sheboygan**

By _____

Name & Title _____

Address _____

Date _____

Approved for **International Mountain Bicycling Association**

By

Name & Title _____

Date _____

WI Sheboygan Evergreen Park 190919v1.docx

Enl: Conditions

Evergreen Park Trail Network and Bike Park Feasibility and Planning – Sheboygan, WI

Conditions:

The following conditions will apply to the work performed by Trail Solutions:

- 1) Client will provide assistance to TS as needed during the project to ensure sufficient transfer of knowledge to aid the efficient execution of the project scope.
- 2) Specific start and finish dates will be determined by: weather conditions; site access conditions; vegetation; availability of Client's personnel, other stakeholders, and of TS staff; and other factors. TS will not be responsible for project delays or failures caused by any factors out of their control, including, but not limited to: weather; ground conditions; and/or legal access.
- 3) Client is responsible for stakeholder coordination, including: arranging meetings; providing a meeting room, projector, screen, and other materials; and providing contact information for stakeholder groups. Participation in formal public meetings is not part of this scope.
- 4) TS reserves the right to refuse to perform, promote, or execute any designs or proposals that are not, in TS' opinion; sustainable, environmentally or socially sound, and/or in the best interest of affected parties.
- 5) In order to be most efficient TS reserves the right to move hours between tasks without the expressed permission of Client.
- 6) Client will obtain all necessary permits/permissions required to perform contracted tasks.
- 7) Client will provide all listed items that they currently have available, in electronic (ESRI shape-file) format. This map information will include but is not limited to:
 - Property boundaries
 - Contour lines
 - Designated use areas
 - Vegetation cover
 - Hydrologic information
 - Wetlands
 - Utility locations
 - Active and inactive roads
 - Trail alignments
 - Special biological or habitat zones
 - Structures
 - Archeological sites
 - Any other relevant area management data
- 8) All property boundaries for the subject site shall be clearly identifiable and obvious. In the event that there are any questions regarding the location of property boundaries, the Client shall provide immediate assistance in determining their location. TS shall bear no responsibility or costs for efforts that cannot be accurately completed because of lack of accurate boundary information

- 9) To reduce costs all materials (e.g., maps, reports, notes, photos, data layers, etc.) will be provided in electronic format only.
- 10) No field flagging or trail corridor alignments will be produced with this effort.
- 11) TS reserves the right to utilize the resulting work in promotional and/or marketing materials.
- 12) Any additional fee-based work outside the scope of this project shall require explicit approval by the Client before being executed.
- 13) Comments on the draft plan to TS from the client shall be delivered only once and in the format of a succinct, inclusive response.
- 14) Payment for services shall be rendered within 30 days of invoicing. Invoices shall be submitted following the completion of the relevant task
- 15) This proposal is valid for 20 days from the date of issue. After that time, TS reserves the right to revise or rescind the offer for its services.

DRAFT



**Harbor Centre Survey Results
Conclusion of 2019 Season
Survey Conducted by F3 Marina**

Summary

Customer feedback is crucial to any company's success. It provides companies with valuable insight into what their customers think about their offered service and product. This insight is beneficial in creating an experience that exceeds expectations and keeps customers coming back for more, thereby, increasing customer satisfaction, loyalty and advocacy.

F3 Marina recently invited the Harbor Centre Annual Slip Holders to participate in an online survey that rated their overall level of satisfaction with the marina. This survey became active on September 6th with an initial email inviting boaters to share their valuable feedback and followed up with a reminder email on September 15th to those who had not yet responded. The final day for survey submission was on September 23rd.

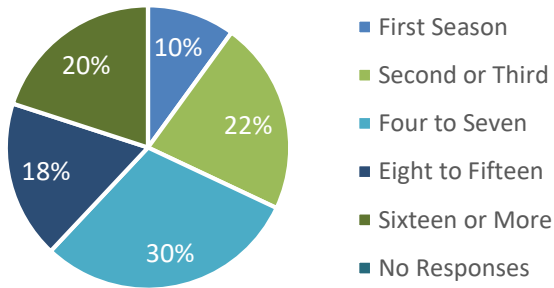
F3 Marina received a 25% survey response rate, which exceeds the national external survey response rate average of 20%. In the future, we will continue to explore different tactics to improve the response rate each time a survey is conducted on the Harbor Centre Marina Annual Slip Holders.

A summary of the results are as follows:

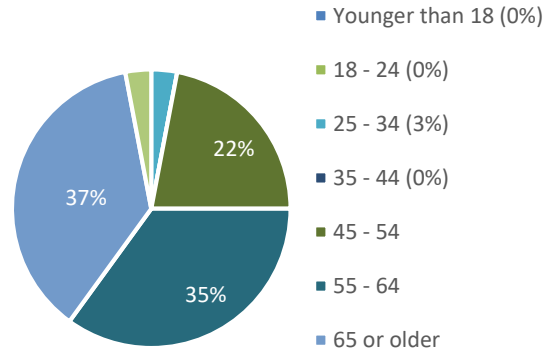
- 1.) About 100% of respondents are satisfied with their overall experience at Harbor Centre Marina, with 75% being highly satisfied!!!
- 2.) The facilities were kept reasonably clean with 94% of respondents reporting an average or above rating on the grounds, restrooms, and buildings, and 87% satisfaction rating of the docks.
- 3.) Survey respondents reported over a 97% satisfaction rating of average or above with management and office staff and 97% satisfaction rating with overall customer service.
- 4.) 100% of respondents reported they would recommend Harbor Centre Marina to a friend.
- 5.) About 97% of annual slip holders surveyed reported an average or above rating with marina communications, with 45% reporting as well above average.
- 6.) About 84% of annual slip holders surveyed reported an average or above rating with marina events.
- 7.) 83% of surveyed annual slip holders bought fuel from the fuel dock in 2019 with a 84% satisfaction rating with the dockhands and fuel dock services.

The Boating Population

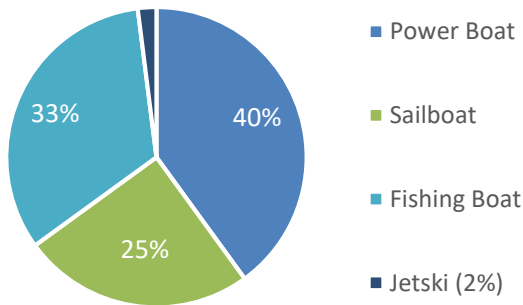
How long have you been a slip holder at Harbor Centre Marina?



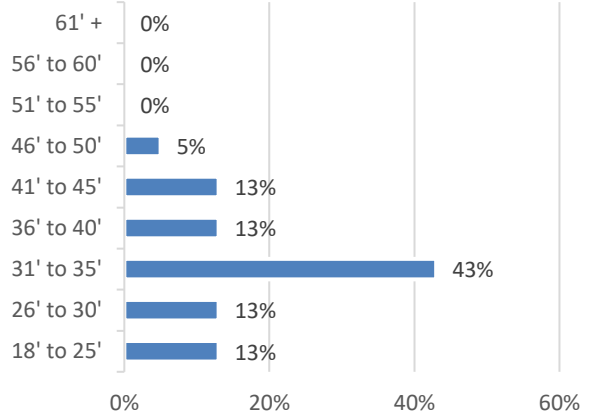
Which category best describes your age?



What type of boat do you currently own?

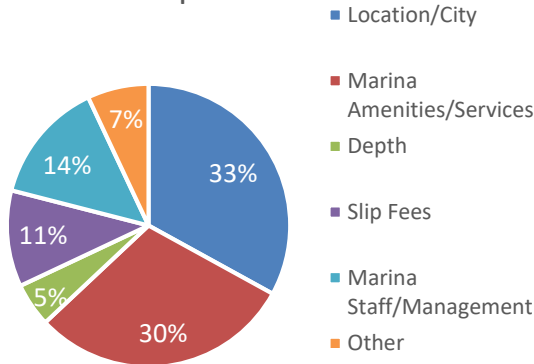


What is the length overall of each of your boat(s)?



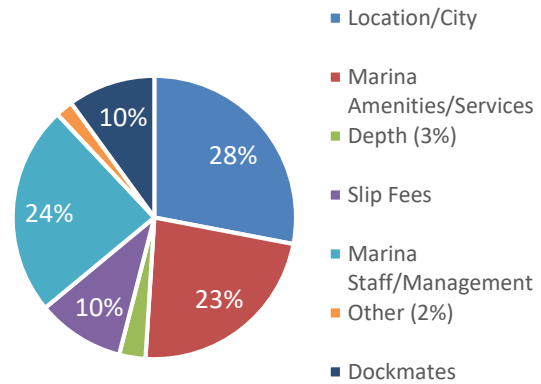
Customer Satisfaction

Why did you choose Harbor Centre Marina as your home port?



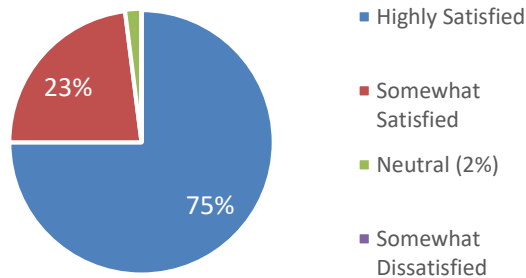
Comments: "Other" responses included proximity to family, fishing, and the "best staff on the lake".

Why do you continue to choose Harbor Centre Marina as your home port?



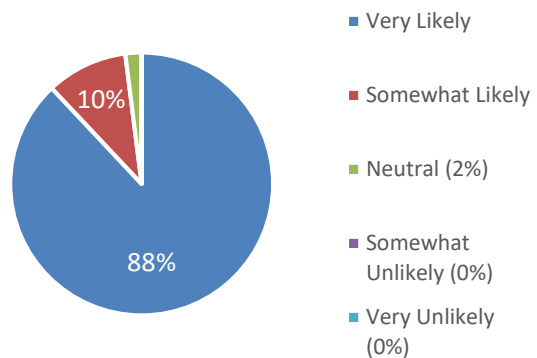
Comments: Boaters who initially chose Harbor Centre primarily for amenities or location tend to value marina staff/management stating that they have the best quality staff and facilities.

Overall, how satisfied were you with Harbor Centre Marina in 2019?



Comments: Several comments reference observed improvements from past seasons such as with cleanliness of docks and noise levels. The only neutral comment made was that a boater feels that they shouldn't have to pay for pump-outs.

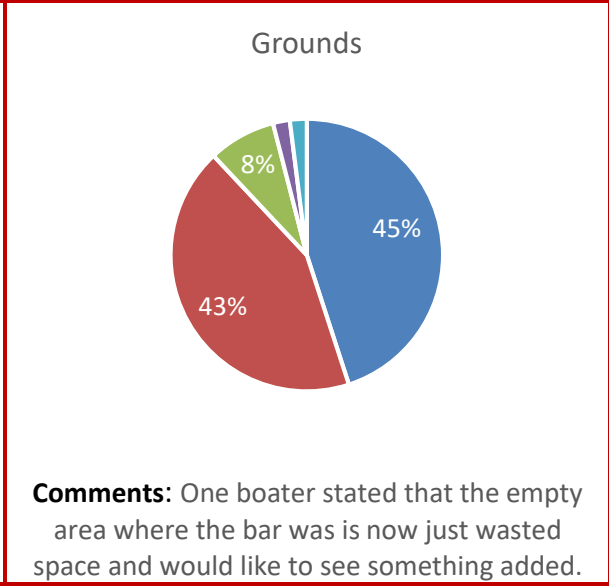
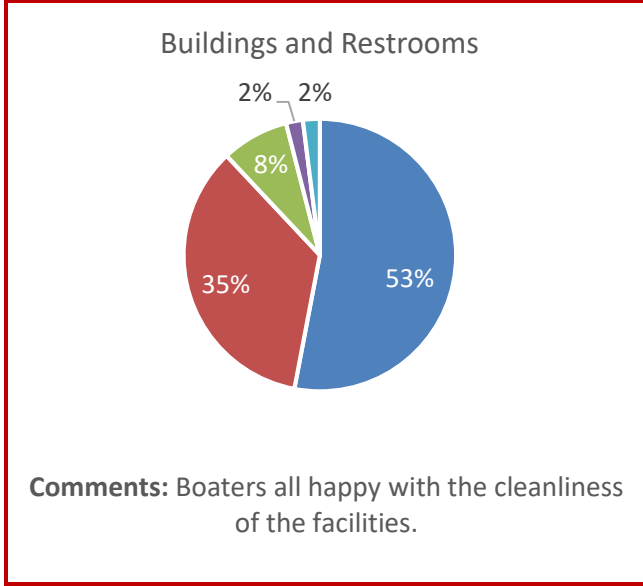
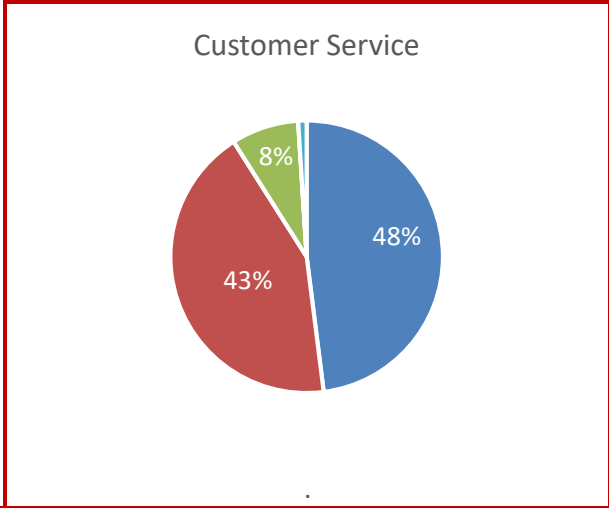
Based on your experience at Harbor Centre Marina, would you recommend it to a friend?



Comments: All comments listed are positive and state that current slip owners are always recruiting new boaters to come to the marina.

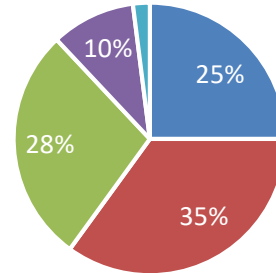
We asked annual slip holders to rate Harbor Centre Marina on the following criteria:

- Well Above Average
- Above Average
- Average
- Below Average
- Well Below Average
- N/A



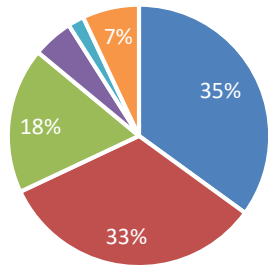
- Well Above Average
- Above Average
- Average
- Below Average
- Well Below Average
- N/A

Docks



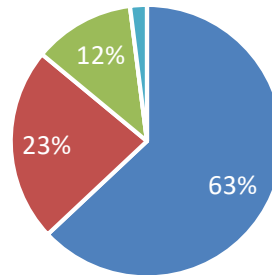
Comments: Dissatisfied customers express need for dock maintenance.

Dockhands and Fuel Dock Service



Comments: Fuel Dock Attendants are "fantastic".

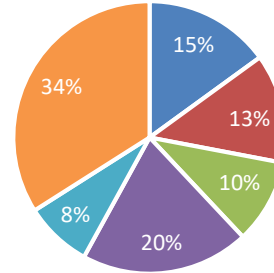
Management and Office Staff



Comments: Boater comments were extremely positive when referring to staff and management.

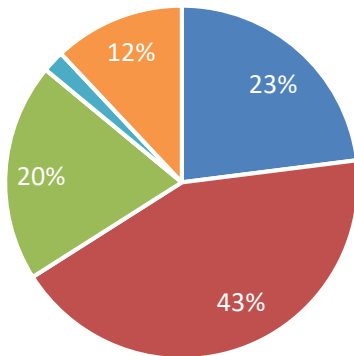
- Well Above Average
- Above Average
- Average
- Below Average
- Well Below Average
- N/A

Boat Mechanical Service



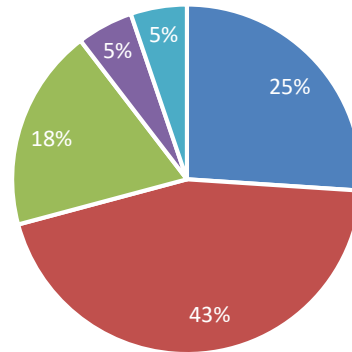
Comments: Several boaters requested an on-site service department with a certified mechanic and lifts for ease of moving.

Events and Activities



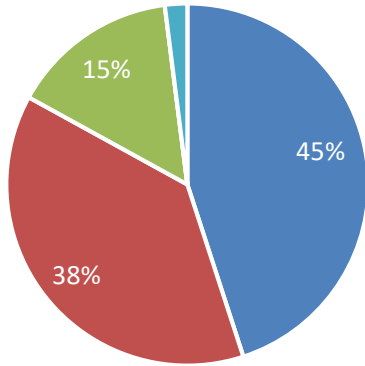
Comments: Boaters Appreciation Event and Movie night were popular events.

Ship Store



Comments: Several boaters expressed interest in an extended boating supplies and hardware section as part of the on-site ship store.

Marina Communications

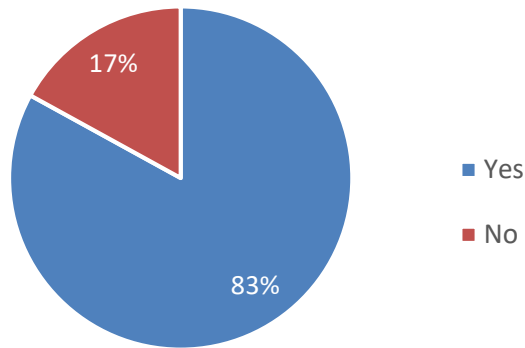


Comments: "Matt did a great job keeping us informed on the conditions of boats after storms. "

COMMENTS:

- Surveyed annual boaters seem satisfied with the staff and management. They are noticing improvements in marina.
- Most dissatisfied customer comments were focused on wanting an on-site storage facility and maintenance of the docks.
- The most frequent request was for an on-site service department with a certified mechanic, an extended boat product selection within the ship store and cable tv.

Did you purchase fuel from Harbor Centre Marina in 2019?



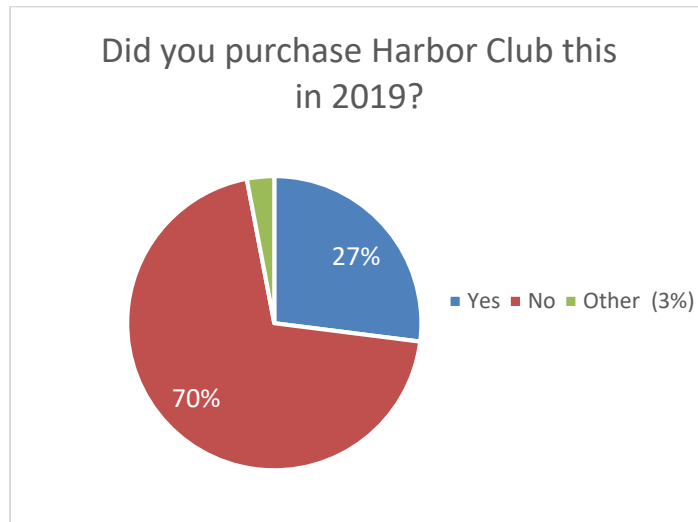
Comments: Fuel was purchased even though some boaters thought that prices were too high.

Supplemental Questions

- 1) **What additional services and/or amenities could your home port provide to boaters?**
 - a. Boaters expressed a desire for an indoor, heated winter storage option. This is the most requested amenity that was listed amongst the survey responses.
 - b. Surveyed boaters requested an increase in mechanical services offered by the marina including certified mechanics on staff, expanded boating supplies and hardware section within the ship store, and service equipment (lift crane for maintenance, boat launch/removal, etc.).
 - c. Surveyed boaters would like to see later pool hours, as they thoroughly enjoyed the pool area this season.
 - d. Suggested facilities improvements include increased recycling containers, cable tv, improved Wi-Fi, and attention to cleaning the docks.
- 2) **What products would you like to see (and would purchase) from your home port's ship store?**
 - a. Food: more staple food items.
 - b. Clothing: More men's clothing, higher quality clothing.
 - c. Boat maintenance: stainless steel hardware, marine fasteners, oil filters, screws, small bolts, hull maintenance products and tools, light bulbs
- 3) **What did you enjoy most this season at your home port?**
 - a. Surveyed boaters overwhelmingly cited the boating community as the best part of their season at Harbor Centre. They enjoyed the comradery with fellow dock mates but also with employees and management.
 - b. Pool, hot tub, warm showers, clean washers and dryers and a secure feeling all around were all highlights for Harbor Centre boaters.
 - c. Other responses included time on the lake, fishing, and time spent in the Sheboygan.
- 4) **How can your home port improve your overall boating experience?**
 - a. Most responses stated that the boaters want that indoor storage facility and that they would like to complimentary pump outs as annual slip holders.
 - b. Boaters expressed concern about the number of public events that are held in the parking lot. It appears that there is a major parking issue during these events.
 - c. A few surveyed boaters requested more events and restoring the upstairs space to a restaurant or bar.

5) Did you purchase the Harbor Club this year?

- a. Boaters that purchased the Harbor Club stated that they were happy with the program. Most responses stated that the boaters took advantage of the free morning coffee, free pump outs, discount on fuel and ice. The Harbor Club Members would like to see a bigger discount on fuel prices.
- b. Boaters that did not purchase the Harbor Club stated that they felt that the price was too high for the number of items that they would use. Most comments stated that they do not purchase fuel enough, believe that free pump outs should be standard for the annual slip holders or that they will not use the club's benefits.



CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A proposal to renovate the second floor of the Harbor Centre Marina to provide a restaurant/cocktail lounge meeting space with comfortable amenities that will retain existing business and attract new transient business for the Harbor Centre Marina. Also, this meeting space will be utilized for public, private, or corporate meetings year round.

REPORT PREPARED BY: David H. Biebel, Director of Public Works

REPORT DATE: October 17, 2019

MEETING DATE: October 22, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budget Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: This space was previously the wine bar, which was popular with boaters and the general public; however, the operator has since decided not to continue operations. The space has been vacant for over a year, and the Marina Manager has received several inquiries to offer this amenity again. The marina manager has made attempts to lease this space to an outside operator with no success. After reviewing the operations it became evident that it would be advantageous for the Marina to manage and operate this venture.

STAFF COMMENTS: City management team members have reviewed the preliminary floor plan alterations and proposed budget for the Harbor Centre Renovation. The design will transform the interior space offering a cocktail lounge/restaurant meeting space that offers several comfortable amenities such as a bar, restaurant, balcony overlooking the Marina, and WIFI. The primary goal for the renovation is to gain a competitive edge in attracting prospective boaters who will utilize the marina for the boating season and beyond. The space will also be offered to the public as a rental in the off seasonal to generate additional revenue.

The renovation cost and equipment cost is \$ 86,200.00 and is planned to be completed by March 2020. The expected pay back is two and half years. A full service kitchen for the restaurant is planned for the second phase and will be budgeted in the future. Staff recommends using the Marina Fund to invest and finance the renovation.

ACTION REQUESTED: Motion to approve and recommend to Common Council.

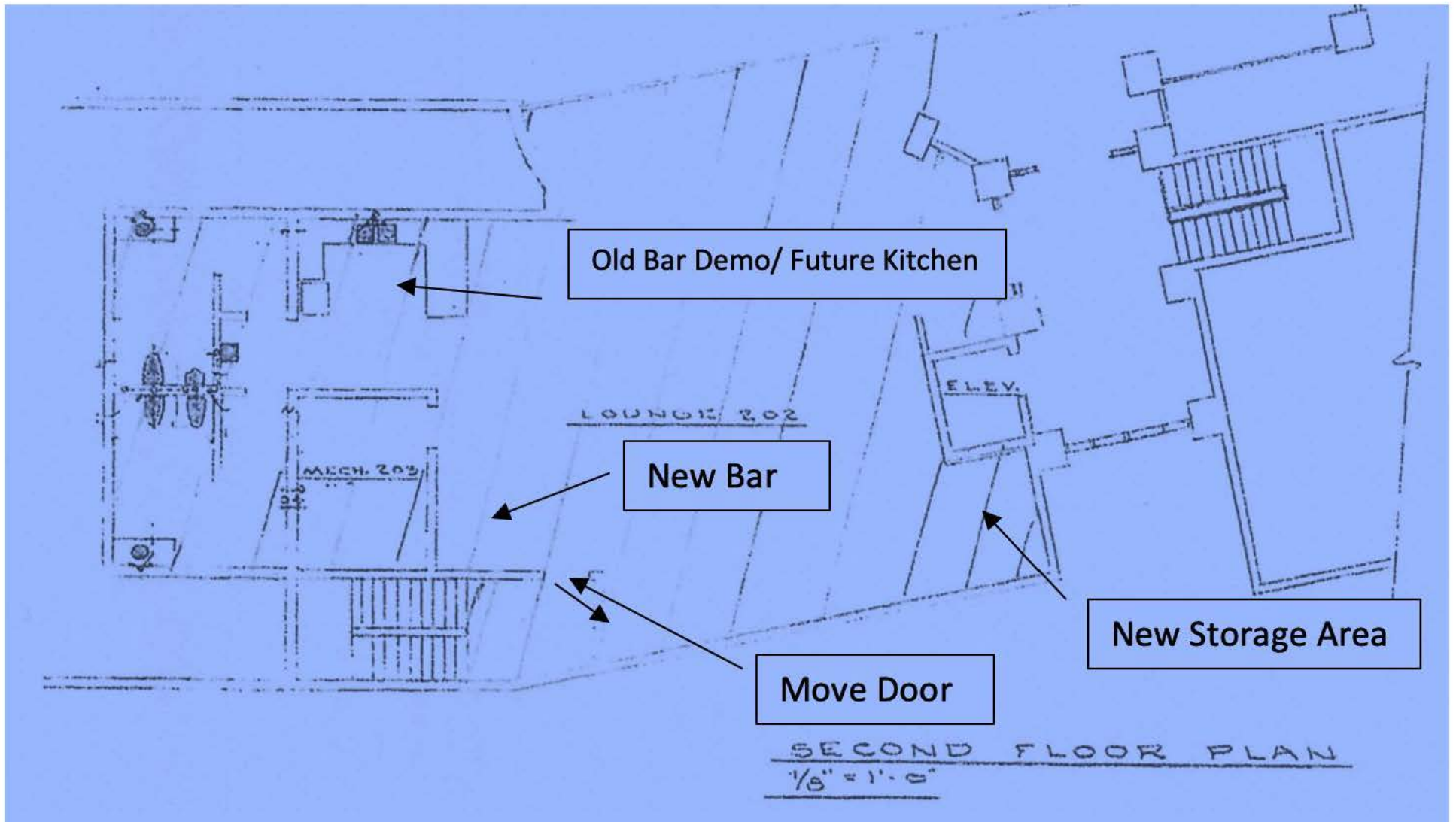
ATTACHMENTS:

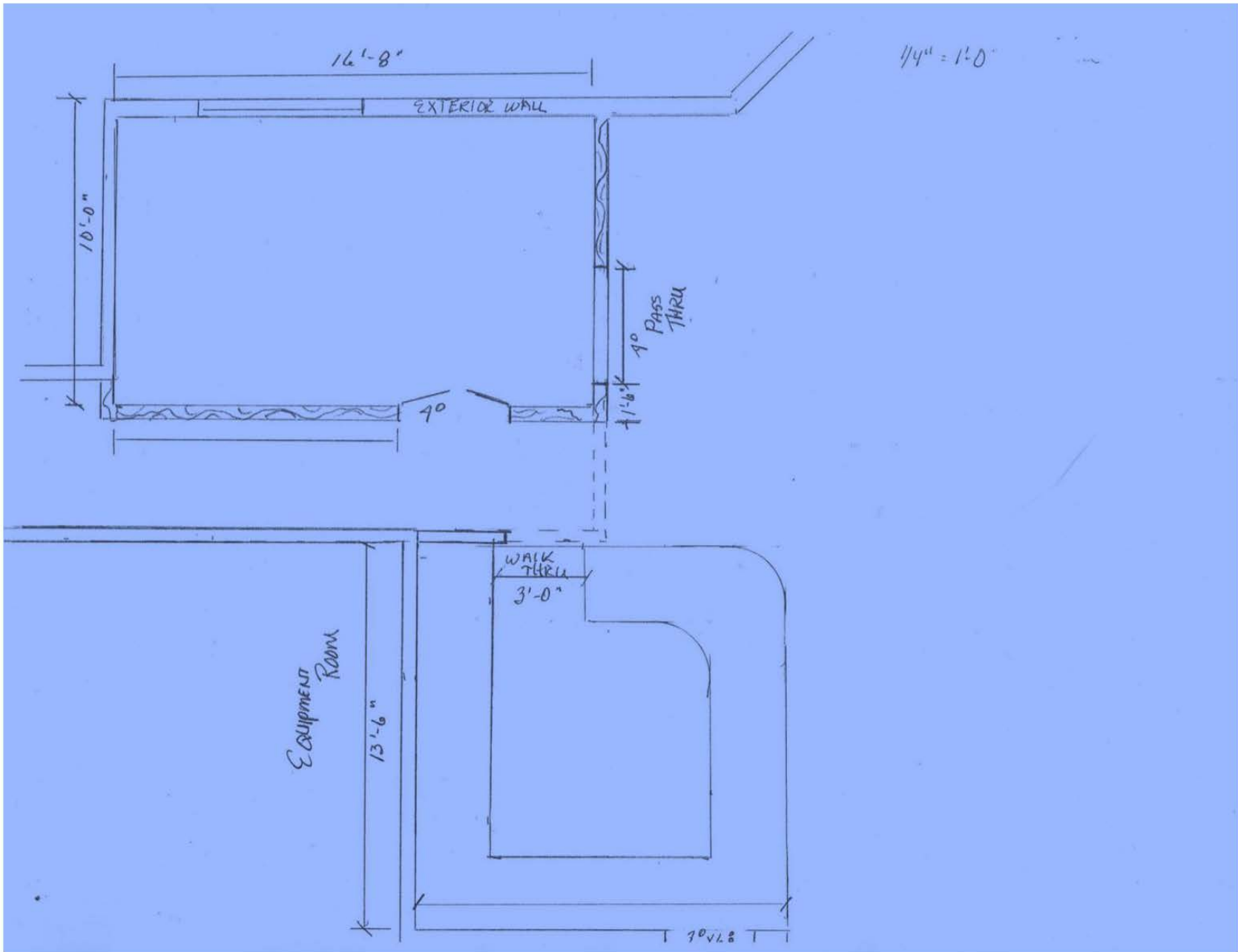
- I. Harbor Centre Marina Second Floor Renovation Proposal



Second Floor Proposal

Proposed Layout





Start Up Costs

Renovation Costs

Removal of Old Bar	\$2,000.00
Moving Emergency Exit Door	\$800.00
Creation of Storage Space	\$2,500.00
Creation of Future Kitchen Area	\$6,000.00
Creation of New Bar	\$21,000.00
Signage	\$4,000.00
Disposal Costs	\$700.00
Total Renovation Costs	<u>\$37,000.00</u>

Licensing Costs

Reserve Class B License	\$10,700.00
Total Licensing Costs	<u>\$10,700.00</u>

Equipment Costs

Beer and Soda Dispensing Equipment	\$	5,000.00
Sink	\$	800.00
Ice Machine	\$	2,000.00
Refrigeration Equipment	\$	4,500.00
Shelving/Storage	\$	1,800.00
Tables	\$	5,000.00
Chairs and Barstools	\$	6,000.00
Glassware	\$	1,200.00
Plumbing Expenses	\$	6,000.00
TV/Audio Equipment	\$	3,000.00
POS Equipment/Software	\$	5,000.00
Misc. Bar Supplies	\$	1,800.00
Total Equipment Costs	<u>\$</u>	<u>42,100.00</u>

Total Start Up Costs

\$89,800.00

Revenue and Expense Projection

Revenues													
	January	February	March	April	May	June	July	August	September	October	November	December	Annual
Bar Sales					\$ 3,456.00	\$ 9,472.00	\$ 16,416.00	\$ 16,416.00	\$ 3,456.00				\$ 49,216.00
Rental Fees	\$ 1,000.00	\$ 1,000.00	\$ 500.00								\$ 1,000.00	\$ 1,000.00	\$ 4,500.00
Total Revenue	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ -	\$ 3,456.00	\$ 9,472.00	\$ 16,416.00	\$ 16,416.00	\$ 3,456.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 53,716.00

Expenses													
	January	February	March	April	May	June	July	August	September	October	November	December	Annual
Cost of Sales	\$ -	\$ -	\$ -	\$ -	\$ 1,036.80	\$ 2,841.60	\$ 4,924.80	\$ 4,924.80	\$ 1,036.80	\$ -	\$ -	\$ -	\$ 14,764.80
Labor	\$ -	\$ -	\$ -	\$ -	\$ 1,188.00	\$ 2,244.00	\$ 2,860.00	\$ 2,860.00	\$ 1,188.00	\$ -	\$ -	\$ -	\$ 10,340.00
Misc	\$ 100.00	\$ 100.00	\$ 100.00	\$ -	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 100.00	\$ -	\$ -	\$ -	\$ 2,400.00
Total Expenses	\$ 100.00	\$ 100.00	\$ 100.00	\$ -	\$ 2,724.80	\$ 5,585.60	\$ 8,284.80	\$ 8,284.80	\$ 2,324.80	\$ -	\$ -	\$ -	\$ 27,504.80

Net Income													
	January	February	March	April	May	June	July	August	September	October	November	December	Annual
	\$ 900.00	\$ 900.00	\$ 400.00	\$ -	\$ 731.20	\$ 3,886.40	\$ 8,131.20	\$ 8,131.20	\$ 1,131.20	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 26,211.20

CITY OF SHEBOYGAN

REQUEST FOR MARINA, PARKS AND FORESTRY BOARD CONSIDERATION

ITEM DESCRIPTION: Memorandum of Understanding (“MOU”) between Ellwood H. May Environmental Park Association of Sheboygan County, Inc. (“MPA”) and City of Sheboygan.

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: October 17, 2019

MEETING DATE: October 22, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: \$65,500
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: MPA and the City have engaged in extensive collaboration in the operation and programming activities of Maywood Environmental Park (“Maywood”) since Maywood was established over 30 years ago. One way that the City has supported the MPA is with financial support to aid in paying costs associated with the Maywood Park Director position.

STAFF COMMENTS: This proposed MOU is an update to the current 2015 MOU. The Department of Public Works is in full support of MPA’s mission and this MOU.

ACTION REQUESTED: Motion to approve and recommend to the Public Works Committee.

ATTACHMENTS:

- I. MOU between Ellwood H. May Environmental Park Association of Sheboygan County, Inc. (“MPA”) and City of Sheboygan.

Memorandum of Understanding

Between

Ellwood H. May Environmental Park Association of Sheboygan County, Inc.
and
City of Sheboygan

This Memorandum of Understanding (“MOU” or “Agreement”) sets forth the terms and understanding between the Ellwood H. May Environmental Park Association of Sheboygan County, Inc. (“MPA”) and the City of Sheboygan (“City”) regarding the City’s financial support of the MPA.

Background

MPA and the City have engaged in extensive collaboration in the operation and programming activities of Maywood Environmental Park (“Maywood”) since Maywood was established over 30 years ago. The City supports MPA’s mission: “Fostering environmental stewardship through educational and outdoor experiences designed to connect our community with the natural world.” One way that the City has supported the MPA is with financial support to aid in paying costs associated with the Maywood Park Director position.

Purpose

The purpose of this MOU is to acknowledge the agreement of the parties and set forth the parties’ understanding as to their respective obligations and responsibilities with respect to the Park Director position for Maywood. This MOU outlines the specific responsibilities for each party for the period of this Agreement. This MOU is intended to enhance the continued success of the Agreement, and facilitate the parties’ future partnership, if so desired by the parties.

NOW THEREFORE, the City and MPA agree as follows:

Section 1

The above purpose and goals will be accomplished by undertaking the following activities:

- a) MPA acknowledges that Maywood is a public City park and will continue to stay open free of charge to the public between the hours of 4 a.m. and 10 p.m., or as otherwise established by the Common Council of the City.
- b) MPA agrees and understands that changes to land or facilities will first need the approval of the City.
- c) MPA has established the position of Park Director for Maywood, and will keep that position in place for the duration of this Agreement.
- d) The City agrees to contribute funding towards the salary of Maywood’s Park Director position, as well as continue funding for upkeep of park facilities, maintenance, utilities and land management that would be considered normal annual City budgeted expenses for Maywood as a City park as follows, each of which is subject to Council approval in the City budget on an annual basis:

- The City agrees to provide MPA funding at the beginning of each calendar year in the amount of \$65,500.00 towards the salary for the Maywood Park Director.
 - The Superintendent of Parks and Forestry agrees to seek a five percent (5%) increase in the annual funding provided to the MPA (to \$68,775) for years 2021 – 2022 and an additional five percent increase in the annual funding provided to the MPA (to \$72,213.75) for years 2023 – 2024. The actual amount provided to MPA will be determined yearly by the approved city budget.
 - City will continue to budget funds for park facilities, maintenance and utilities, and land management that would be considered normal annual budgeted items.
 - City agrees to continue to provide the same or similar equipment and services as in the past.
 - In the event that the City does not appropriate sufficient funds to meet its obligations under this Agreement, the City may terminate this MOU, and no penalty shall be imposed against the City.
- e) The point of contact for the new Maywood Park Director with the City will be the City's Superintendent of Parks and Forestry.
- f) The parties agree that MPA will be expected to continue providing youth and school education programs during the school year and summer camp programs. Other expectations of the parties for the MPA Maywood Park Director position include, but are not limited to:
- Developing and maintaining positive working relationships with community educational leaders;
 - Updating and developing the Maywood Master Plan, including facilities, plantings, trail design, and signage;
 - Submitting the Maywood Master Plan to the City's Marina, Parks, and Forestry Commission for their review and approval;
 - Enthusiastically promoting Maywood throughout the community and promoting the City as a partner;
 - Enforcing all safety standards as set forth by federal, state, and municipal laws; and
 - Assuring compliance with all City ordinances.
 - Attend and provide a Maywood Director's report at designated meetings of the City's Board of Marina, Park, and Forestry Commissioners.
- g) Use of City caretaker employee will be under the direction of the Director of Public Works and the Superintendent of Parks and Forestry.
- h) MPA is expected to ensure the necessary janitorial responsibilities at Maywood are completed.

Section 2

By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 3

Indemnification. City and MPA agree to defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorney's fees, imposed upon or incurred by the other party arising from or related to negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to this agreement. Each party shall promptly notify the other of any claim arising under this provision and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

Section 4

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5

This Agreement shall become effective upon the signature of the parties hereto through their authorized representatives and will remain in effect until December 31, 2024 (the "Term") unless modified or terminated by the parties by mutual agreement or terminated by the City due to non-appropriation of the necessary funds to fulfill the City's obligations. If not earlier terminated as provided in Section 6 below, unless either party gives notice in writing to the other at least ninety (90) days prior to the end of the Term, this Agreement shall automatically be extended for an additional one year term; provided, however, that this Agreement shall not be automatically extended beyond December 31, 2025.

Section 6

This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date.

Section 7

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this section. For purposes of this Section, the City's address is:

City Clerk
City of Sheboygan
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Delivery shall be deemed effective upon personal delivery or deposit in the United States mail. Nothing in this Section shall prevent normal communications between the City and Maywood.

Approved by the parties through signature of the following authorized representatives:

CITY OF SHEBOYGAN:

Mayor

Date

City Clerk

Date

Director of Public Works

Date

ELLWOOD H. MAY ENVIRONMENTAL PARK
ASSOCIATION OF SHEBOYGAN COUNTY, INC.:

Date

Date

Date



**Department of Public Works
Parks & Forestry
Marina, Parks & Forestry Report**

Date: Tuesday, October 22, 2019

Vollrath Tennis Courts

Construction of the Vollrath Tennis Courts Continue. The application of acrylic resurfacer has been delayed because of cold weather. For the most part the fencing is up and the courts just need to be painted.



North Point Bluff Restoration

The City is partnering with Lakeshore Natural Resource Partnership (LNRP), Stantec, Sheboygan River Basin, Friends of North Point and Vollrath/North Point Neighborhood Association, to start restoration of North Point Bluffs. LNRP, through grants, have secured the work of Wisconsin Conservation Corps (WisCorps). A WisCorps crew will spend two weeks at North Point Bluff removing and chemically treating a variety of invasive species. The crew will also be working a week at the Bur Oak property, part of Maywood Environmental Park and a week at the Pigeon River Parkway.

See attached map for North Point Management area.

Park and Forestry Quarterly Report

The Department of Public works has developed performance benchmarks to track progress of the departments activities. The last page of the report shows the Parks and Forestry's performance benchmarks.



- Legend**
- 5ft Elevation Contour
 - Management Unit
 - North
 - Central
 - South
 - DNR 246 Hydrography
 - Perennial Stream
 - Intermittent Stream
 - Waterbody

Notes

1. Coordinate System: NAD 1983 StatePlane Wisconsin South FIPS 4902 feet
2. Data Sources include: Stantec #RAD01 #DRF
3. Orthophotography: 2017 NAIP

Disclaimer: Stantec assumes no responsibility for data supplied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient releases Stantec, its officers, employees, consultants, and agents, from any and all claims, arising in any way from the content or provision of the data.

Figure No: 1

Proposed Management Units

Client/Project: Lakeshore Natural Resource Partnership
North Point Bluff

Project Location: 19276338
1194 423E, 115-14 323, Technical Review by: JG on 2018-09-20
C. of Sturgeon, Independent Review by: JK on 2018-09-21
Stantec Co., Inc.



	2016 3rd Quarter	2017 3rd Quarter	2018 3rd Quarter	2019 3rd Quarter
City Forestry				
Trees Planted	23	0	0	3
Trees Trimmed	600	743	421	251
Trees Removed	121	92	94	249
Stump Removals	287	377	275	22
Treated Ash Trees	0	486	806	657
Citizen Tree Concern		146	226	255
Park Maintenance Repairs/Painting				
Grills	0	0	3	0
Combo Picnic Tables	0	0	4	146
Straight Tables	0	0	0	42
Garbage Receptacles	0	0	1	13
Park Signs	0	3	1	0
New Combo Picnic Tables	0	0	0	0
Garbage Collected (Tons)	0	74.45	77.14	74.56
Beach Refuse (Tons)	0	6.3	9.96	27.42
Straight Benches				12
4' Benches	0	0	0	0
Park Rentals				
Events	30	33	34	37
Combo Picnic Tables	460	488	410	524
Straight Tables 10'	302	291	175	115
Straight Benches 10'	114	128	46	76
Bench 4'	108	111	76	50
Trash Receptacles	325	330	261	356
Stage	11	11	8	9
Grills	27	18	17	21
Chair Trailer, 320	5	3	3	4
Dance Floor	3	2	8	2
Bleachers	N/A	N/A	N/A	2

LEGEND

- PROJECT BOUNDARY
- PATH
- BIKE PATH
- HILLSIDE TRAIL



CITY OF SHEBOYGAN

REQUEST FOR MARINA, PARKS AND FORESTRY BOARD CONSIDERATION

ITEM DESCRIPTION: Kiwanis Park Master Plan

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: October 17, 2019

MEETING DATE: October 22, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: Because of the growing activities in Kiwanis Park, Ayres Associates was hired to aid the City in Designing a Master Plan for Kiwanis Park.

STAFF COMMENTS: Ayres Associates, per agreed scope of work, has met with city staff several times and has worked with the city to hold a community input meeting, for the design of Kiwanis Park. As a result, a preferred concept is being presented to this committee for input and approval.

ACTION REQUESTED: Motion to approve and recommend to the Public Works Committee.

ATTACHMENTS:

- I. Kiwanis Park Preferred Concept for a new Master Plan