

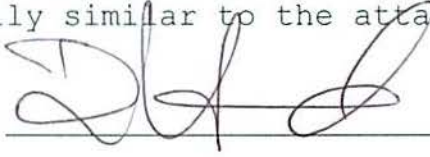
*****ATTACHMENTS*****

III

Res. No. 2 - 15 - 16. By Alderperson Hammond. April 21, 2015.

A RESOLUTION authorizing entering into a MOU with Ellwood H. May Environmental Park Association of Sheboygan County, Inc.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the Memorandum of Understanding with Ellwood H. May Environmental Park Association of Sheboygan County, Inc. ("MPA") regarding the elimination of the City's Maywood Park Director position and the creation of a similar staff position by the MPA, in form substantially similar to the attached.



Finance

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

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 elimination of the City’s Maywood Park Director position and the creation of a similar staff position by 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. Maywood has been without a Park Director for nearly two years. Additionally, the City’s Maywood Naturalist position has been eliminated. Due to budget constraints, the City will no longer be able to maintain these two positions and has proposed that MPA create a similar Park Director position with funding assistance from the City. MPA and the City are in agreement with this approach.

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 a new 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 success of the Agreement, and facilitate the partnership, should the parties decide to do so, in the future.

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 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 that changes to land or facilities will first need the approval of the City.
- c) MPA agrees to establish a staff position of Park Director for Maywood.
- d) 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:
 - 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 which is the amount equal to the salary of the former City Naturalist position;
 - City will continue to budget funds for park facilities, maintenance and utilities, and land management that would be considered normal annual budgeted items; and
 - City agrees to continue to provide the same or similar equipment and services as in the past.
- e) MPA agrees to submit a proposed job description for the Maywood Park Director position for approval by the City's Director of Public Works.
- f) The point of contact for the new Maywood Park Director with the City will be the City's Superintendent of Parks and Forestry.
- g) 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 new MPA Maywood Park Director position include:
- Developing and maintaining positive working relationships with community educational leaders;
 - Updating and developing the Maywood Master Plan, including facilities, plantings, trail design and signage;
 - 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.
- h) Use of City caretaker employee will be under the direction of the Director of Public Works and the Superintendent of Parks and Forestry. All work not considered normal day-to-day duties, and overtime requests, must be approved by the Superintendent of Parks and Forestry.
- i) Upon entering into this Agreement, the City shall turn over all existing funds from its Maywood Program funding account to MPA with the understanding that the balance of these funds would be returned to the City if and when this Agreement expires, is terminated or becomes void for any reason.

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 the 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, 2016 unless modified or terminated by the parties by mutual agreement. 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 initial or extended 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, 2020.

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. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

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

III

3.3

Res. No. 3 - 15 - 16. By Alderpersons Bohren and Heidemann.
April 21, 2015.

A RESOLUTION directing the appropriate City officials to negotiate a PILOT agreement with Aurora Healthcare.

RESOLVED: That the appropriate City officials are hereby directed to negotiate a payment in lieu of taxes (PILOT) agreement with Aurora Healthcare using the guidelines set forth in 2013 Wisconsin Act 20, as part of the conditional use permit with Aurora Healthcare for the new surgery center to be located at 3306 Saemann Avenue.


BE IT FURTHER RESOLVED: That the amount of the PILOT is to be adjusted annually according to changes in the consumer price index.

Finance

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor


Gen. Ord. No. 1 - 15 - 16. By Alderperson Hammond. April 21, 2015.

AN ORDINANCE creating Section 2-399 of the Municipal Code providing for the assessment of costs for repair of damages to public property.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

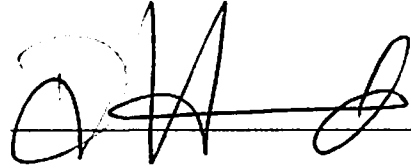
Section 1. Section 2-399 of the Sheboygan Municipal Code entitled "Assessment of costs for repair of damages to public property" is hereby created to read as follows:

"Sec. 2-399. *Assessment of costs for repair of damages to public property.*

- (a) In addition to any penalties imposed for violation of sections 26-909, 74-47, 110-280 or 134-113 of this code, any person who shall cause physical damage to or destroy any public property shall be liable for the costs of repairing such damages or replacing such property. The parents of any unemancipated minor child who causes such damage or destruction may be held liable for the cost of repairing such damages or replacing such destroyed property in accordance with Sec. 895.035, Wis. Stats.
- (b) The costs of repairing such damages or replacing destroyed property will be billed based on an hourly charge for employee time and equipment usage, plus materials. The employee time charge will include wages and benefits, and the equipment usage will include a charge for maintenance and repair of the equipment. All materials used will be charged at actual cost plus 30 percent, plus applicable sales tax, with a minimum fee of \$100. A schedule of employee wage and benefit rates and equipment usage charges shall be prepared and updated from time to time by the director of public works."

Finance

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.5

Res. No. 8 - 15 - 16. By Alderperson Hammond. May 4, 2015.

A RESOLUTION to authorize a transfer of appropriations in the 2015 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2015 Budget for the purposes of:

Establish estimated revenue and appropriation for State of Wisconsin CDBG Disaster Recovery Funding for Pennsylvania Ave. storm sewer and roadway projects totaling \$493,500:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Projects Fund State of Wisconsin Grant 40032100-434201	Capital Projects Fund Storm Sewer 40033150-631500	\$131,250
	Paving 40033140-631200	\$318,750
	Engineering 40032100-521900	\$37,500
	Grant Administration 40061100-521100	\$6,000

Finance



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.4

Res. No. 7 - 15 - 16. By Alderperson Hammond. May 4, 2015.

A RESOLUTION authorizing the City of Sheboygan to enter into a contract for buildings and property insurance coverage.

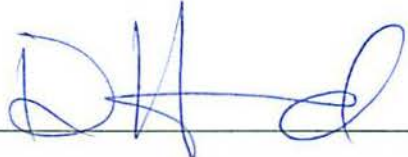
WHEREAS, City ordinance allows the purchase from or in cooperation with, other governmental agencies without competitive bids, and

WHEREAS, the State of Wisconsin Local Government Property Insurance Fund continues to provide insurance at reasonable rates.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan is hereby authorized to enter into contract with the Local Government Property Insurance Fund for providing building and property insurance coverage at a cost of \$112,763 for the period June 1, 2015 through May 31, 2016.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the Prepaid Insurance Account No. 705-155010 in payment of same.

Finance



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.3

Res. No. 6 - 15 - 16. By Alderperson Hammond. May 4, 2015.

A RESOLUTION authorizing the Mayor to execute a Termination Agreement with the Mead Public Library terminating the Reserved Fund and Liability Transfer Agreement between the parties.

RESOLVED: That the Mayor is hereby authorized and directed to execute the Termination Agreement with the Mead Public Library, in form substantially similar to the attached, terminating the Reserved Fund and Liability Transfer Agreement entered into between the parties dated January 28, 2010.

Finance



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

TERMINATION AGREEMENT

WHEREAS, the City and the Library Board entered into a Reserved Fund and Liability Transfer Agreement dated January 28, 2010 (the "Agreement"), wherein, in consideration of the Board's transfer of the Library's Reserved Library Fund for the payment of library employee accrued sick leave and vacation payments to the City General Fund in the amount of \$443,952, the City agreed to assume the Board's liability and obligation for the payment of certain library employee separation expenses; and

WHEREAS, in administering the terms of the Agreement since its inception, the parties have determined that the original intent is not being achieved, as the implementation has proved to be very difficult, requiring the expenditure of countless hours by both City and Library financial and management staff; and

WHEREAS, it is in the best interests of each party to terminate the Agreement so as to return the parties to their respective positions prior to the Agreement, less the obligations waived and expenses paid out for library separation expenses to the date of this agreement to terminate said Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the City of Sheboygan Common Council and the Board of Trustees of the Mead Public Library as follows:

1. Upon transfer by the City from its General Fund of the amount of \$119,546 to the Mead Library Board of Trustees, the Reserved Fund and Liability Transfer Agreement entered into by the parties dated January 28, 2010 shall be terminated and of no further force and effect, with the exception of the indemnification provisions contained in Section 1.B. thereafter arising out of any payment or performance by either party under the Agreement prior to this termination.

IN WITNESS WHEREOF, this Termination Agreement is executed
as of the _____ day of _____, 2015.

CITY OF SHEBOYGAN

MEAD PUBLIC LIBRARY

By: _____
Michael J. Vandersteen
Mayor

By: _____
Maeve Quinn
President

Dated: _____

Dated: _____

VI

6.8

R. C. No. 361 - 14 - 15. By FINANCE. April 20, 2015.

Your Committee to whom was referred R. O. No. 289-14-15 by the City Clerk submitting a communication from the President of The Armory Foundation requesting that they be allowed to lease the Armory for \$1 per year for 3 years and at the end of 3 years have the option to purchase the Armory for \$2 along with drawings that reflect the efficiency of space utilization that the Armory Foundation has designated for groups to pursue their passions and interests within the Sheboygan Armory; recommends that the document be referred to Finance of the new Common Council.

*Finance of
new Council*

[Handwritten Signature]

[Handwritten Signature]

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II


Other Matters

9.12

R. O. No. 289- 14 - 15. By CITY CLERK. April 8, 2015.

Submitting a communication from Collin Kachel, President of The Armory Foundation, requesting that they be allowed to lease the Armory for \$1 per year for 3 years and at the end of 3 years have the option to purchase the Armory for \$2 along with drawings that reflect the efficiency of space utilization that the Armory Foundation has designated for groups to pursue their passions and interests within the Sheboygan Armory.

Finance
new



City Clerk

Sheboygan Common Council,


The Sheboygan Armory Foundation would like to lease the Sheboygan Auditorium and Armory for one dollar a year for three years. A forgivable loan for all utilities and costs will be assumed by the Armory Foundation at the end of each calendar year. At the end of three years the Sheboygan Armory Foundation would like to have the option of purchasing the Sheboygan Auditorium and Armory for two dollars with the assumption of an agreed upon grace period for all ADA and safety compliances. We will then take over all operational costs and responsibilities.

If anyone else would enter during the three year leasing period, we would like the final decisions to go to a referendum for the citizens of Sheboygan to decide. Thank you for allowing us a chance to provide a professional atmosphere for citizens and visitors a chance to pursue their passions, skills, and enjoy themselves under one roof in what we believe is one of the crown jewels of Sheboygan.

The attached drawings reflect the efficiency of space utilization that the Armory Foundation has designated for groups to pursue their passions and interests within the Sheboygan Armory. No structural construction or demolition will need to take place in order to repurpose the Armory in our vision. We believe this is a testament to the original design and unique characteristics that separate the Sheboygan Armory from other Armories that have been repurposed throughout the United States.

We look forward to meeting with city planners to discuss details. We have plans, purpose, and passion. We firmly believe The Sheboygan Armory will become an attractive place for all generations. Think of it as a YMCA with subscription based memberships for designers, makers, artists, entertainers, young professionals, and active youth in the City of Sheboygan.

Sincerely,

 4-7-15
Collin Kachel --- President of The Armory Foundation

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Sheboygan WI, 53081
815-341-3526
collinkachel@charter.net