

*****ATTACHMENTS*****

III

4.6

Res. No. 51 - 16 - 17. By Alderperson Belanger. July 5, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of a Case 590SN Tractor Loader Backhoe machine from Miller, Bradford & Risberg in the amount of \$115,652.00 for the Department of Public Works Motor Vehicle Division

WHEREAS: The Sheboygan Dept. of Public Works is in need of a replacing a 19 year old tractor loader backhoe with a new unit having a higher capacity and the capability to perform heavier tasks and has included the expenditure in its 2016 budget.

WHEREAS: The Public Works Department physically trialed offerings from several manufacturers and has determined that the Case 590SN meets or exceeds the current requirements and;

WHEREAS: This equipment is included in the nationwide contract offered by the National Joint Powers Alliance (NJPA) and membership in NJPA allows the City to purchase the equipment without the need for competitive bidding while assuring that the City receives the lowest pricing available.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Miller Bradford & Risberg Inc. in the amount of \$115,652.00 for the purchase of a Case 590SN including delivery. The current 19 year old tractor will be sold at auction following receipt of the new equipment.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on Account #70136100-641100 in payment of same.

Pub Works

John B...

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



CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution to authorize purchase of a Tractor Loader Backhoe

REPORT PREPARED BY: Bernard R. Rammer, Purchasing Agent

REPORT DATE: June 29, 2016

MEETING DATE: July 12, 2016

FISCAL SUMMARY:

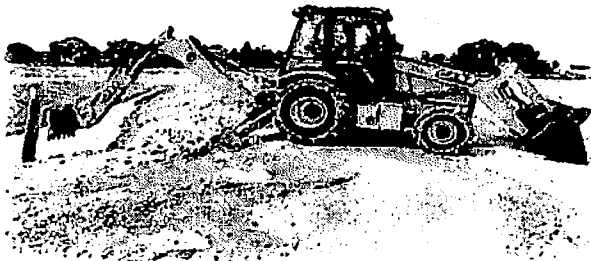
Budget Line Item: 70136100-641200
Budget Summary: Motor Vehicle Fund
Budgeted Expenditure: \$ 115,652.00
Budgeted Revenue: \$ 115,000.00

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

This resolution authorizes the department to purchase a Case Tractor Loader Backhoe from Miller, Bradford and Risberg Inc. The equipment is listed on the National Joint Powers Alliance (NJPA) Contract which allows the City to purchase the unit without the need for competitive bidding and assures the lowest available pricing.



STAFF COMMENTS: This unit will replace a similar albeit slightly smaller unit that the Department has owned since 1997. The Department is in need of a larger unit with higher capacities to perform the work required in an efficient and effective manner. In order to assure the new machine will fulfill its needs, the Department physically trialed machines from several manufacturers. The Case 590SN was chosen as the machine most capable to perform the work required. The 19 year old current tractor will be sold at auction following receipt of the new unit. The new unit has a projected life of 15-20 years. The Department owns several pieces of Case brand equipment and has found it to be both dependable and durable.

ACTION REQUESTED:

It is the recommendation of the Department that the Public Works Committee approves this request and support passage of the Resolution. Total cost is \$115,652.00 including setup and delivery.

ATTACHMENTS:

Res. __-16-17

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution to authorize purchase of a Tractor Loader Backhoe

REPORT PREPARED BY: Bernard R. Rammer, Purchasing Agent

REPORT DATE: June 29, 2016

MEETING DATE: July 12, 2016

FISCAL SUMMARY:

Budget Line Item: 70136100-641200
Budget Summary: Motor Vehicle Fund
Budgeted Expenditure: \$ 115,000
Budgeteted Revenue N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

This resolution authorizes the department to purchase a Case Tractor Loader Backhoe from Miller, Bradford and Risberg Inc. The equipment is listed on the National Joint Powers Alliance (NJPA) Contract which allows the City to purchase the unit without the need for competitive bidding and assures the lowest available pricing.



STAFF COMMENTS: This unit will replace a similar albeit slightly smaller unit that the Department has owned since 1997. The Department is in need of a larger unit with higher capacities to perform the work required in an efficient and effective manner. In order to assure the new machine will fulfill its needs, the Department physically trialed machines from several manufacturers. The Case 590SN was chosen as the machine most capable to perform the work required. The 19 year old current tractor will be sold at auction following receipt of the new unit. The new unit has a projected life of 15-20 years. The Department owns several pieces of Case brand equipment and has found it to be both dependable and durable. Cost includes setup and delivery

ACTION REQUESTED: Motion to recommend Common Council approve Resolution to authorize purchase of Tractor Loader Backhoe from Miller, Bradford Risberg of Sussex Wlin the amount of \$115,652.00

ATTACHMENTS:

- I. Res. 51-16-17

III

4.7

Res. No. 52-16-17. By Alderpersons Bohren and Heidemann. July 5, 2016.

A RESOLUTION authorizing signing an easement for mini-storm sewers.

RESOLVED: That the Mayor and City Clerk are hereby authorized to sign easements for the City for a mini-storm sewer in the following lot:

James J. Scholten, 3324 S. 11th St.

P.W.

James A. Bohren
[Signature]

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

EASEMENT

THIS INDENTURE, made this _____ day of _____, 2016, by Angelo A. Scholten, personal representative for James J. Scholten who resided at 3324 S. 11th Street, Sheboygan, Wisconsin 53081, "GRANTOR," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "GRANTEE";

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

59281-309180
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said GRANTOR, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said GRANTEE, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to GRANTEE for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the north eight feet (8') of the east ninety feet (90') of the following described property:

EDGEVIEW SUBD LOT 10 BLK 3, CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, STATE OF WISCONSIN

The GRANTOR further grants unto the GRANTEE, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess GRANTOR for the mini-storm sewer construction. However, GRANTOR acknowledges and agrees that no site restoration is to be provided by GRANTEE in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR, has caused the execution of this document on this _____ day of _____, 2016.

Angelo A. Scholten
Personal Representative of James J. Scholten
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this ____ day of _____, 2016, James J. Scholten, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public-Sheboygan County
My commission expires _____

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this ____ day of _____, 2016, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

EASEMENT

THIS INDENTURE, made this _____ day of _____, 2016, by [^]James J. Scholten residing at 3324 S. 11th Street, Sheboygan, Wisconsin 53081, "GRANTOR," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "GRANTEE";

ANGELO A. SCHOLTEN, PERSONAL
REP FOR JAMES J. SCHOLTEN
WHO RESIDED AT...

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

59281-309180
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said GRANTOR, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said GRANTEE, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to GRANTEE for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the north eight feet (8') of the east ninety feet (90') of the following described property:

EDGEVIEW SUBD LOT 10 BLK 3, CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, STATE OF WISCONSIN

The GRANTOR further grants unto the GRANTEE, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess GRANTOR for the mini-storm sewer construction. However, GRANTOR acknowledges and agrees that no site restoration is to be provided by GRANTEE in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

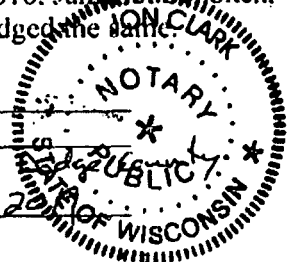
IN WITNESS WHEREOF, the GRANTOR, has caused the execution of this document on this 7 day of JUNE, 2016.

ANGELO A
Angelo A. Scholten, Personal Representative
~~James J. Scholten~~
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 7th day of June, 2016. James J. Scholten, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Jon Clark
Jon Clark
Notary Public-Sheboygan County
My commission expires 1-18-2019



ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2016, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY

For Official Use

IN THE MATTER OF THE ESTATE OF

Amended

16 MAY 17 4 51

James Joseph Scholten

Domiciliary Letters

Informal Administration
 Formal Administration

SHEBOYGAN COUNTY
COURT CLERK

Case No. 16IN53

To: Angelo A. Scholten
172 Harmsen Ave.
Waupun, WI 53963

The decedent, with date of birth 12/16/1963 and date of death 01/24/2016
was domiciled in Sheboygan County, State of Wisconsin

You are granted domiciliary letters with general powers and duties of a personal representative.

You are authorized to administer the estate as required by law.

Other: _____

(Seal)

LETTERS ISSUED BY:

Circuit Court Judge Circuit Court Commissioner Probate Registrar

Paul J. Callan
Name Printed or Typed

May 17, 2016
Date

Form completed by (Name) <u>Angelo A. Scholten</u>	
Address <u>172 Harmsen Ave., Waupun, WI 53963</u>	
Telephone Number <u>920-324-9616</u>	Bar Number (if any)

THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILED AND OF RECORD IN THE OFFICE OF THE CLERK OF COURT. I FURTHER CERTIFY THAT THESE LETTERS ARE OF FULL FORCE AND EFFECT AS OF THE DATE.

ATTEST Paul J. Callan

REGISTERED
SHEBOYGAN COUNTY PROBATE COURT

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution Authorizing Signing a Mini Storm Sewer Easement for 3324 S. 11th St.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: July 7, 2016

MEETING DATE: July 12, 2016

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:

Homeowner requested the installation of a mini storm sewer to alleviate storm water issues in their yard. Staff reviewed the request and approves the mini storm sewer application/request.

STAFF COMMENTS:

This easement is needed to construct a mini storm in the backyard of the residence located at 3324 S. 11th St.

ACTION REQUESTED:

The Public Works Committee and the Common Council are requested to approve the Resolution regarding authorizing signing a mini storm sewer easement for 3324 S. 11th St.

ATTACHMENTS:

- I. Res. 52-16-17

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Proposed Ordinance Change in Fee Structure for Temporary Obstructions Located in the City Right-of-Way

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

REPORT DATE: July 8, 2016

MEETING DATE: July 12, 2016

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:

With the proposed permit software system application change, the Public Works department is proposing to change the fee structure to simplify the permit.

STAFF COMMENTS:

The majority of the permits for right-of-way occupancy are for ten days. Some require additional days which requires additional calculations making the permit process cumbersome. The new software is having issues with the current fee structure.

ACTION REQUESTED:

The Public Works Committee and the Common Council are requested to approve the proposed ordinance change in the fee structure for temporary obstructions in the City right-of-way and have the City Attorney draft the ordinance change.

ATTACHMENTS:

- I. Proposed ordinance change

○ **DIVISION 3. - TEMPORARY OBSTRUCTIONS**

● **Sec. 110-101. - Prohibition.**

No person shall encroach upon, occupy, obstruct or encumber any public street or highway or part thereof, unless expressly authorized to do so by the common council or by permit in accordance with this Code.
(Code 1975, § 36-115)

● **Sec. 110-102. - Permit required.**

(a) No person shall place or cause to be placed any building materials, machinery, tools, supplies or equipment used in construction work; the demolition, razing, removal of buildings; tree removal or trimming; or for excavating for any purpose whatsoever; or deposit any debris or rubbish in connection with such projects in or upon any street, alley or public ground, without first having obtained a written permit from the department of engineering and public works.

(b) No person shall place or cause to be placed a dumpster in or upon any street, alley or public ground without first obtaining a written permit from the department of engineering and public works

(Code 1975, § 36-104; Ord. No. 35-96-97, § 1, 9-16-96)

● **Sec. 110-103. - Permit fees.**

Permit fees to be paid by the applicant prior to issuance of a permit required by this division shall be ~~\$1.00 per day, with a ten-day minimum charge, for up to 30 days and \$2.00 per day after 30 days.~~ \$25 for a maximum of 15 days and at end of such time a new permit will be required at an additional \$25 charge.

(Ord. No. 35-96-97, § 6, 9-16-96)

● **Sec. 110-104. - Permit restrictions.**

The written permits issued under this division shall be restricted to matters stipulated in [section 110-102](#), and permittees must notify the police and fire departments, bus companies and private ambulance services 24 hours prior to the use of the permit to barricade a street.

(Code 1975, § 36-105)

● **Sec. 110-105. - Time limitation on permit.**

The department of engineering and public works may grant a permit as provided in [section 110-102](#) for a period not to exceed three months, but such permit shall not authorize the obstructing of more than one-third of the traveled portion of the street opposite the lot on which the work is performed. Such permit may be revoked at any time by the common council or the department of engineering and public works.

(Code 1975, § 36-107; Ord. No. 35-96-97, § 2, 9-16-96)

● **Sec. 110-109. - Lights required.**

Every person who shall receive a permit provided for in [section 110-102\(a\)](#) shall cause a light to be placed and kept burning during the whole of every night such excavation or obstruction shall be continued, so as to cause light to shine upon such excavation or obstruction.

(Code 1975, § 36-110; Ord. No. 35-96-97, § 4, 9-16-96)

● **Sec. 110-110. - Reflectors required on dumpsters.**

No person shall allow a dumpster to be left standing upon or in any street or alley during the night unless such dumpster is equipped with red reflectors not less than three inches in diameter in size on the left and right rear sides facing traffic and the left and right front sides facing traffic of any such dumpster and unless a band of black and white reflectorized tape not less than three inches in width is affixed three to four feet from ground level on the three sides of such dumpster which face traffic. The reflectors and reflectorized tape shall remain visible at all times while the dumpster is in the street or alley.

(Code 1975, § 36-111; Ord. No. 35-96-97, § 5, 9-16-96)

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Second meeting to discuss the location, name and terms of allowing Angie and Ryan Shaw, who have partnered with the Sheboygan Jaycees, to construct a universally designed playground in a city park.

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

REPORT DATE: June 23, 2016

MEETING DATE: June 28, 2016

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: Parks
Budgeted Expenditure: N/A
Budgeted Revenue: Fund Raising

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

Angie and Ryan Shaw, representatives for the Sheboygan Park Project, (SPP) have partnered with Steve Schmitt and the Sheboygan Jaycees to create a universally accessible playground for children of all abilities. A plan was provided by Landscape Structures. The SPP Team and city park staff have looked at three locations for the playground. It was determined, by all involved, that Evergreen Park Area Two would be best suited for this playground.

STAFF COMMENTS:

Last month the Marina, Park & Forestry Commission voted unanimously to support the SPP. Staff agrees with the actions below and making a motion to approve the actions to the Public Works Committee. The below conditions are listed for the purpose of a motion of recommendation from the Marina, Parks & Forestry Commission to have the City Attorney draft an agreement as deemed necessary to protect the City's interest, for review and approval by the Public Works Committee and the Common Council.

ACTION REQUESTED:

Motion to recommend the Common Council authorize the City Administrator to enter into an agreement to accept the Sheboygan Park Project donation with the conditions as listed in the Memorandum of Understanding between the Sheboygan Park Project and the City of

ATTACHMENTS:

- I. Res. 44-16-17 (including the Memorandum of Understanding)

Memorandum of Understanding

Between

Sheboygan Park Project

and

City of Sheboygan

This Memorandum of Understanding (“MOU” or “Agreement”) sets forth the terms and understanding between the Sheboygan Park Project (“SPP”) and the City of Sheboygan (“City”) regarding fundraising, location, ownership, construction, and naming rights for a universally accessible playground designed for use by children of all abilities.

Background

Angie and Ryan Shaw created an organization called the Sheboygan Park Project in order to raise funds for a universally accessible playground designed for children of all abilities. They did this after Angie gave birth to conjoined twins, Mateo and McHale, in 2006. The Shaws and SPP had previously worked with city officials on a plan for such a park, but fundraising difficulties and the economic downturn stalled their efforts. The Shaws have now been able to restart their fundraising efforts.

SPP has partnered with Steve Schmitt and the Sheboygan Jaycees to help create the playground. SPP worked with Landscape Structures, Inc., a playground design firm based in Delano, Minnesota, to create a plan for such a playground. Members of SPP and city park staff reviewed potential locations for the playground, and all parties involved agreed that Evergreen Park Area Two would be best suited for this playground.

This plan was then presented to the City of Sheboygan Public Works Committee and Board of Marina, Parks, and Forestry Commissioners. Each body reviewed the plans, approve of them, and desire to enter into an agreement with SPP related to the playground;

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 fundraising, location, ownership, construction, and naming rights for a universally accessible playground. This MOU outlines certain responsibilities for each party during the period of this Agreement and outlines the general nature of the agreement among the parties. This MOU is intended to enhance the success of the Agreement.

Section 1

1. The playground will be called the “Shaw Family Playground.”
2. The playground is to be located at Area Two of Evergreen Park.

3. City shall authorize and permit SPP and their contractors to perform site preparation work and construct the park once all plans and fundraising have been completed to the satisfaction of the Director of Public Works or his designee.
4. No construction work shall commence prior to January 1, 2017.
5. All funds used to construct the park shall be raised by SPP, with no additional funds to be spent by the City for construction.
6. SPP agrees that it will raise additional funds to be used to aid the City in the construction of a new restroom facility or a restroom/shelter facility. Said facility shall include men's, women's and family areas. The City will apply for a State and Federal Stewardship grant in 2017 to assist in the cost of constructing the restroom and or restroom/shelter. It is anticipated that this grant will cover one-half of the cost of the restroom or restroom/shelter facility. SPP and the City will share equally in the remainder of the cost of construction, with SPP's obligation capped at \$75,000. The SPP team members shall be given input into the design of the family area.
7. Any funds raised in excess of construction costs shall be placed into an endowment fund for the playground. Said fund shall be controlled by the Sheboygan Jaycees. The City may request funds from the endowment fund in order to fund the repair or replacement of playground structures, signs, poured-in-place fall areas, fencing, or any item that is part of the playground structure, and SPP shall make every effort to ensure that the Jaycees do not unreasonably withhold such funds as requested.
8. The parties agree that the playground equipment and all materials needed to construct the playground and provide access shall be purchased by the City of Sheboygan using funds raised by SPP and the Jaycees. Subject to this agreement, ownership of the playground, including the playground structures and ramps and other items that are part of the playground, will be owned, maintained, and controlled by the City of Sheboygan.
9. Notwithstanding its right as owner, the City shall seek consensus from the Jaycees and SPP before making any change to the playground, play components, any structure or ramp that provides accessibility within the playground, the shade area, donor plaques and fence pickets, signage, independent play areas located inside the fenced area or any other item paid for by donations from or provided by the SPP.
10. The City will permit recognition of donors within the playground area. All signage would need to be approved by the City through its normal procedures.
11. The City agrees to overlay and paint parking lines on parking lot in area two.
12. The City will review the possibility of increasing the parking area, and may, in its sole discretion, construct a new or expanded parking area near the playground.
13. The City will aid construction of playground by providing excavation, some engineering services, and construction of walkways. The timeline for City in-kind-labor will be at the

discretion of the Public Works Department. Every effort will be made to work within the planned and agreed upon timeline.

14. Any agreement related to the playground is intended to last for the intended life of the playground, which shall be no longer than 25 years, but may be extended by mutual agreement of the parties. It should be noted, however, that warranty periods on items in the playground range from three years for smaller movable parts, 15 years for steel structures and plastic slides and 100 years for posts.
15. SPP shall complete the park by no later than December 31, 2021. If construction of the park is not completed that by that date, the agreement shall terminate. SPP may, prior to December 31, 2021, request the Common Council to extend the timelines.

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 SPP 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

Except as otherwise provided in this Agreement, 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.

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

SHEBOYGAN PARK PROJECT:

Date

Date

Date

III

5.4

Res. No. 44 - 16 - 17. By Alderperson Belanger. June 20, 2016.

A RESOLUTION authorizing the appropriate city officials to enter into a memorandum of understanding with the "Sheboygan Park Project" (SPP) regarding fundraising, location, ownership, construction, and naming rights for a universally accessible playground designed for use by children of all abilities.

WHEREAS, Angie and Ryan Shaw, representatives for SPP, have partnered with Steve Schmitt and the Sheboygan Jaycees to create a universally accessible playground for children of all abilities; and

WHEREAS, a plan for such a playground was provided by Landscape Structures, Inc., a playground design firm based in Delano, Minnesota; and

WHEREAS, after some delays resulting from fundraising difficulties, members of SPP and city park staff have reviewed three locations for the playground, with all parties involved determining that Evergreen Park Area Two would be best suited for this playground; and

WHEREAS, the Public Works Committee and the Board of Marina, Parks, and Forestry Commissioners have each reviewed the plans, approve of them, and desire to enter into an agreement with SPP related to the playground.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City of Sheboygan officials are hereby authorized to enter into the attached memorandum of understanding related to fundraising, location, ownership, construction, and naming rights in order to create a universally accessible playground designed for use by children of all abilities.

Pub Wks.

John Belanger

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

Sheboygan Park Project

and

City of Sheboygan

This Memorandum of Understanding (“MOU” or “Agreement”) sets forth the terms and understanding between the Sheboygan Park Project (“SPP”) and the City of Sheboygan (“City”) regarding fundraising, location, ownership, construction, and naming rights for a universally accessible playground designed for use by children of all abilities.

Background

Angie and Ryan Shaw created an organization called the Sheboygan Park Project in order to raise funds for a universally accessible playground designed for children of all abilities. They did this after Angie gave birth to conjoined twins, Mateo and McHale, in 2006. The Shaws and SPP had previously worked with city officials on a plan for such a park, but fundraising difficulties and the economic downturn stalled their efforts. The Shaws have now been able to restart their fundraising efforts.

SPP has partnered with Steve Schmitt and the Sheboygan Jaycees to help create the playground. SPP worked with Landscape Structures, Inc., a playground design firm based in Delano, Minnesota, to create a plan for such a playground. Members of SPP and city park staff reviewed potential locations for the playground, and all parties involved agreed that Evergreen Park Area Two would be best suited for this playground.

This plan was then presented to the City of Sheboygan Public Works Committee and Board of Marina, Parks, and Forestry Commissioners. Each body reviewed the plans, approve of them, and desire to enter into an agreement with SPP related to the playground;

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 fundraising, location, ownership, construction, and naming rights for a universally accessible playground. This MOU outlines certain responsibilities for each party during the period of this Agreement and outlines the general nature of the agreement among the parties. This MOU is intended to enhance the success of the Agreement.

Section 1

1. The playground will be called the “Shaw Family Playground.”
2. The playground is to be located at Area Two of Evergreen Park.

3. City shall authorize and permit SPP and their contractors to construct the park once all plans and fundraising have been completed to the satisfaction of the Director of Public Works or his designee.
4. No construction work shall commence prior to January 1, 2017.
5. All funds used to construct the park shall be raised by SPP, with no additional funds to be spent by the City for construction.
6. As a contingency for allowing construction, SPP shall raise an additional \$75,000.00 to be used to aid the City in the construction of a new restroom facility or a restroom/shelter facility. Said facility shall include men's, women's and family areas. The SPP team members shall be given input into the design of the family area.
7. The City will apply for a State and Federal Stewardship grant in 2017 to assist in the cost of constructing the restroom and or restroom/shelter.
8. Any funds raised in excess of construction costs shall be placed into an endowment fund for the playground. Said fund shall be controlled by the Sheboygan Jaycees. The City may request funds from the endowment fund in order to fund the repair or replacement of playground structures, signs, poured-in-place fall areas, fencing, or any item that is part of the playground structure, and SPP shall make every effort to ensure that the Jaycees do not unreasonably withhold such funds as requested.
9. The City agrees not to remove or change any structure or ramp that provides accessibility within the playground without first receiving permission from the Jaycees and SPP.
10. The City will permit recognition of donors within the playground area. All signage would need to be approved by the City through its normal procedures.
11. The City agrees to overlay and paint parking lines on parking lot in area two.
12. The City will review the possibility of increasing the parking area, and may, in its sole discretion, construct a new or expanded parking area near the playground.
13. The City will aid construction of playground by providing excavation, some engineering services, and construction of walkways. The timeline for City in-kind-labor will be at the discretion of the Public Works Department. Every effort will be made to work within the planned and agreed upon timeline.
14. Any agreement related to the playground is intended to last for the intended life of the playground, which shall be no longer than 25 years, but may be extended by mutual agreement of the parties. It should be noted, however, that warranty periods on items in the playground range from three years for smaller movable parts, 15 years for steel structures and plastic slides and 100 years for posts.
15. SPP shall complete the park by no later than December 31, 2021. If construction of the park is not completed that by that date, the agreement shall terminate. SPP may, prior to December 31, 2021, request the Common Council to extend the timelines.

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 SPP 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

Except as otherwise provided in this Agreement, 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.

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

SHEBOYGAN PARK PROJECT:

Date

Date

Date