

Greg Minikel

From: Greg Minikel
Sent: Thursday, December 21, 2017 2:59 PM
To: 'Eric Volcheff'; Chad Scheinoha
Cc: Sandy Ronski; Karen Dorow; Dan Koski; Richard Klein (richard.klein@stantec.com); Charles & Marilyn Sontag (sontag.c.m@gmail.com); Alvin Rehme
Subject: RE: Little Manitowoc Prairie Area on Maritime Drive - North of the Lift Station Building
Attachments: Agreement for Little Manitowoc Prairie - 2004 - with Conservation Education Inc..pdf; Lawton Terrace Lift Station Project

Eric,

FYI: Paul Braun from our Planning Dept. found the attached agreement.

I have also attached your e-mail from December 6th outlining the 3 requests for the proposed sanitary sewer easement.

I was going to start working on the easement document and I believe that the City will agree with vacating the existing 20 ft. pedestrian easement.

We also talked to Chad about the dead trees. They were on his list, but due to their location, they were not a high priority. Either the City Parks Dept. will remove the dead trees or we will have the contractor take care of them when they do the sewer work.

As far as the proposed request for a 25 year agreement for the Little Manitowoc Prairie to remain in place, I do not think that the City Council will agree to this (they didn't within the attached 2004 agreement – they always want to leave options open).

However, for anyone to even think about building there, it would require a zone change, which also requires a Public Hearing. If the residents are opposed to the proposed zoning change, then the odds are pretty likely that the Council will not approve a re-zoning request. Since, this prairie was built, I do not believe that any of the Alderpersons have ever talked about removing it. I do not believe that the prairie area is going away anytime soon.

From: Eric Volcheff [mailto:evolcheff@gmail.com]
Sent: Sunday, December 17, 2017 2:22 PM
To: Greg Minikel
Subject: Re: Manitowoc Prairie Area on Maritime Drive - North of the Lift Station Building

Thanks Greg, sorry I forgot to respond to this. I believe if you check with Chad Scheinoha you may find he already has plans to take down the dead trees on his wish list for 2018.

Merry Christmas!

Eric

On Mon, Dec 11, 2017 at 10:57 AM, Greg Minikel <gminikel@manitowoc.org> wrote:

Yes, I did receive your e-mail. That is part of what prompted me to send the e-mail to Chuck about the Little Manitowoc Prairie.

I believe that we are fine with request #1. It is request #2 and #3 that we are needing to looking into a little more.

From: Eric Volcheff [mailto:evolcheff@gmail.com]

Sent: Monday, December 11, 2017 9:46 AM

To: Greg Minikel

Cc: Greg Gottsacker

Subject: Re: Manitowoc Prairie Area on Maritime Drive - North of the Lift Station Building

Thanks Greg, for including me in this email. I assume you received the previous email from me on behalf of Maritime Pointe 1 on our position on the sewer project.

Eric

On Mon, Dec 11, 2017 at 9:31 AM, Greg Minikel <gminikel@manitowoc.org> wrote:

Hi Chuck,

Thank you for the information and the history lesson. I know that the building was the former Parks Maintenance Building prior to the City relocating the lift station, but I am not sure I was aware of it being the old trolley/street car garage.

According to the plan sheet that I sent to you, we are hopefully only disturbing 25 square feet of wetland area. The only prairie area that should be disturbed would be immediately west of the lift station driveway.

We will check with Prairie Nurseries to see if they have the seed information.

We will certainly contact you if we have any more questions. Thanks again.

From: Charles & Marilyn Sontag [mailto:sontag.c.m@gmail.com]

Sent: Thursday, December 07, 2017 7:05 PM

To: Greg Minikel

Subject: Re: Manitowoc Prairie Area on Maritime Drive - North of the Lift Station Building

Hi Greg;

The prairie area was originally the site of the Manitowoc's Street Car garage. When the facility was razed in early 2000, 3 or 4 large concrete platforms remained, that would have been very expensive to remove. The electric generators for the street cars were anchored to these structures. A citizen group rallied to prevent the area to be rezoned from conservancy to commercial, and was responsible for raising the funds to convert the 2 acre parcel into the existing prairie.

I do not think the concrete structures are located in your work zone, so there should be no surprises. I just hope that the prairie area affected by the pipe line will be minimally damaged. The seed for the prairie is very expensive, and was obtained from Prairie Nurseries in Westfield, Wisconsin. The original cost for the seed for the 2 acres was over \$5,000. Prairie Nurseries most likely has a record of what was originally used as the seed mix.

I would be happy to meet with you at the prairie at a time that works best for you. Just give me a heads up. Chuck

On Dec 7, 2017, at 3:06 PM, Greg Minikel <gminikel@manitowoc.org> wrote:

Hi Mr. Sontag,

I was just curious if you have any information on the Manitowoc Prairie.

Do you have the history of how it started and when and do you know by chance what type of species (seed mixes) were planted there.

We are planning to run a sanitary sewer through a very small portion on the southwest corner of the prairie in 2018 and wanted to try to match the seed mix if at all possible.

I have attached a few photos of the area that we will be impacting. I have also attached the proposed plan sheet for the sewer in this area.

If you do not know this information, do you happen to know who else was involved in the development of this prairie area??

Any information you have would be appreciated. Let me know. Thank You.

Greg Minikel, P.E.

Engineering Division Manager

Dept. of Public Infrastructure

City of Manitowoc

900 Quay Street

Manitowoc, WI 54220

Ph. (920) 686-6910

Cell: (920) 374-0411

E-mail: gminikel@manitowoc.org

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Greg Minikel

From: Eric Volcheff <evolcheff@gmail.com>
Sent: Wednesday, December 06, 2017 9:43 PM
To: Greg Minikel
Cc: Dan Koski
Subject: Lawton Terrace Lift Station Project

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Greg,

Thank you for arranging the presentation to our homeowners' association; it was very thorough and everyone seemed to understand the project.

Our Association agreed in principle to take the next step with the City to formalize an agreement granting an easement for the new route for the sewer necessary to initiate this project. We have already verbally outlined our primary desires to allow this to happen:

1. Permanent abandonment of the existing easement for a walking trail east of the condominium property.
2. Some type of long term agreement from the City stating the Little Manitowoc Prairie, currently zoned as a "conservancy", will remain as such for a specific period of time, say, 25 years. This could take a variety of forms and we are open to suggestions.
3. Along with the repair of the prairie and landscaped areas after the construction, the Association would like the City to clear the wetlands east of the condominium property of dead trees and bushes.

Thank you for your consideration of these requests and I look forward to your response.

Regards,

Eric Volcheff
President, Maritime Pointe 1 Condominium Assoc.

*Park # 577
9/7/04*

577

AMENDED

AGREEMENT BETWEEN

CITY OF MANITOWOC

AND

CITY OF MANITOWOC PARKS AND RECREATION DEPARTMENT

AND

CONSERVATION EDUCATION INCORPORATED,
a non-profit, Wisconsin corporation

WHEREAS, the City of Manitowoc and the City of Manitowoc Parks and Recreation Committee (hereinafter "City") and the Conservation Education Incorporated, a non-profit, Wisconsin corporation, (hereinafter "Conservation") are interested in creating a nature park perennial prairie grass and wildflower garden (hereinafter "garden") to be created on City of Manitowoc property located at 850 Maritime Drive, Manitowoc, Wisconsin, as more particularly described herein; and,


WHEREAS, the garden will be funded through individual donations, civic group donations, foundations, businesses and corporations which include but are not limited to Forward Endowment, Fisher Hamilton Company, The West Foundation, Festival of Flowers Committee, Four Seasons Landscaping and Conservation Education Incorporated; and,

WHEREAS, after the Conservation completes the garden, the entire garden with

9-7-04

Committee recommends rescinding the agreement (04-334A)
and recommend entering into this revised agreement

(04-577)

A. N. Bly *Paul Adenell* 9/7/04 
Doug Duffek
Greg [unclear]
Dean W. [unclear]

copy: Dave L.
M.L.
9/9/04 dp

amenities, shall be turned over to the City of Manitowoc together with a fund for future maintenance needs for the garden.

This Agreement is made this 8th day of September, 2004 by and between City of Manitowoc, a municipal corporation, in the State of Wisconsin, City of Manitowoc Parks and Recreation Department (hereinafter "City") 930 North 18th Street, Manitowoc, Wisconsin 54220 and Conservation Education Incorporated, a non-profit, Wisconsin corporation (hereinafter "Conservation").

WITNESSETH:

Whereas, the City owns property at 850 Maritime Drive, in the City of Manitowoc, State of Wisconsin, said property being undeveloped at the present time, is more specifically described in Exhibit "A" attached hereto and made a part hereof by reference as if fully set forth herein.

WHEREAS, said Conservation desires to create a perennial, prairie grass and wildflower garden located at 850 Maritime Drive according to the following terms and conditions.

NOW, THEREFORE, it is hereby agreed as follows:

1. Conservation agrees to use best efforts as follows:
 - a) To contract with Prairie Nursery Inc., P.O. Box 306, Westfield, Wisconsin 53964 to design and implement the planting of a perennial prairie grass and wildflower garden.
 - b) To contract with Four Seasons Landscaping, 1539 North 8th Street,

Manitowoc, Wisconsin 54220 to prepare the site for planting, construct a 10 foot wide path, provide and plant no mow grass seed as needed, in accordance with the attached Site Plan marked Exhibit "A" prepared by SMI.

- c) To locate said garden at a site which has been submitted and approved by the City of Manitowoc Common Council for the creation of said garden, more specifically defined in Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth herein. In no event shall the garden extend beyond the 100 year flood line established on Exhibit "A".
- d) To fund the entire project, including design, through individual donations, civic group donations, foundations, businesses and corporations.
- e) To establish a fund for future maintenance needs of the garden for two (2) years (i.e. 2005 and 2006) for purposes of establishing and maintaining the garden. The term of that funding shall be through the year 2006.
- f) Contract with Bryan and Travis Boprey, 1441 Elder Drive, Manitowoc, Wisconsin, 54220, to provide and install two (2) ornamental park benches, two (2) trash receptacles, and interpretive signage for the wildflowers in accordance with the Site

Plan marked Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth herein.

- g) Upon completion of the garden to donate the entire garden to the ownership, supervision, care and control of the City of Manitowoc and the City of Manitowoc's Park and Recreation Department.
- h) To provide volunteers, designers or contractors to complete the project at no cost to the City.
- i) To provide insurance coverage for all Conservation's members, officers, directors and volunteers who may have anything whatsoever to do with the project from its beginning to end and shall indemnify and hold harmless the City from any and all liability which may arise from or proximately be caused by their acts or omissions. Conservation shall provide a Certificate of Insurance naming the City of Manitowoc as a certificate holder with sufficient coverage as determined by the Manitowoc City Attorney.

2. Insurance.

- a) Conservation shall require all contractors or subcontractors to provide insurance acceptable to City covering claims that may arise out of or result from the contractor's execution of the work, whether such execution be by the contractor or by any subcontractor or by anyone directly or indirectly employed by any

of them, or by anyone from whose acts any of them may be liable.

Said Insurance shall cover, but shall not be limited to the following:

- i) Claims under workers compensation, disability benefit or other similar employee benefit.
 - ii) Claims for damages because of bodily injury, occupational sickness or disease or death of employees.
 - iii) Claims for damages because of bodily injury, sickness or disease or death of any person other than employees.
 - iv) Claims for damages insured by usual personal injury liability coverage which are sustained by:
 - (a) any person as a result of an offense or omission directly or indirectly related to the employment of such person by the contractor or
 - (b) by any other person.
 - v) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- b) Conservation shall obtain Certificates of Insurance from all

contractors, including subcontractors, and submit the Certificates to the City prior to entering into any agreement to construct the garden. Certificates of Insurance shall be approved by the City Attorney and shall be filed with the City prior to commencement of the work. Certificates shall contain a provision that coverages afforded under the policies will not be canceled, terminated or changes unless at least thirty (30) days prior to written notice has been given to the City. All Certificates of Insurance shall name the City as an additional Insured.

c) The City agrees as follows:

- i) To provide an area with the front portion along Maritime Drive marked by steel posts with a rope attached to them located at 850 Maritime Drive as described in Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth herein, for prairie grass, wildflowers, a ten (10) foot path, two (2) ornamental benches, two (2) trash receptacles and interpretive signs for the wildflowers and prominent "Do Not Enter" signage.
- ii) Following acceptance of the donation of the garden and amenities therein, maintain said garden through funds provided by Conservation for the future maintenance needs

of said garden. Said funds shall be such funds as may be donated to Conservation from outside sources for the project and shall be available for a period of two (2) years specifically the years 2005 and 2006. Thereafter, the City shall maintain the garden at its expense.

iii) City reserves the right to move and/or replace any prairie grass, wildflowers, bench, trash receptacle, signage or other amenities constructed under this Agreement which may presently or in the future become necessary to move or remove at its sole discretion.

iv) The City shall have no financial obligation or contractual obligation to Conservation, Four Seasons Landscaping, Prairie Nurseries Incorporated or any other entity which may become involved in the design, construction and establishment of the garden.

3. **Nonwaiver of Land Use.** Nothing contained herein shall prevent the City of Manitowoc, at its sole discretion, from changing the use of the property identified in Exhibit "A", and incorporated herein by reference, at any time the opportunity may present itself, including but not limited to removal of the wildflower or prairie grasses at said location, sale of the property, or conversion to a different use.

4. **Noncompletion or Insufficient Funds.**

- a) In the event the Agreement between Conservation and any other entity is in any manner not completed or does not come to fruition, the City shall not be responsible to either Conservation or any other entity or any of their employees, agents or assignees either contractually, financially, or otherwise.
 - b) In the event that Conservation is unable to raise sufficient funds, from any source whatsoever, to complete the design, construction, finish the project, or fund for the maintenance of the garden neither the City nor the Conservation shall have any financial, contractual or other responsibility towards completion of said project.
5. **No Liability of the City.** The City shall have no obligation or liability to any party retained by Conservation in the performance of Conservation's obligations and responsibilities under the terms and conditions of this Agreement. The Conservation specifically agrees that no representations, statements, assurances or guarantees will be made by the Conservation to any third party, or by any third party, which is contrary to this provision.
6. **Severability.** If any provisions of this Agreement are deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and such remainder would then continue to be valid and enforceable to the fullest extent permitted by law.

7. **Amendments.** This Agreement is the entire Agreement between the parties, and can only be modified or changed in writing executed by all parties.

8. **Applicable Law.** This Agreement shall be deemed to have been made in Manitowoc County, Wisconsin, and shall be governed by, construed under, and enforced in accordance with, the laws of the State of Wisconsin, except as otherwise provided herein. All actions or proceedings relating directly or indirectly, to this Agreement whether sounding in contract or tort, shall be litigated only in the Circuit Court located in Manitowoc County, Wisconsin. All parties to this Agreement hereby subject themselves to the jurisdiction of the Circuit Court for Manitowoc County, Wisconsin.

9. **Headings.** The section titles have been inserted in this Agreement primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.

10. **Relationship of Parties.** Nothing in this Agreement nor any act of Conservation or City shall be deemed or construed to create any relationship of third party beneficiary, or principal or agent, of limited or general partners, or joint venture or of any association whatsoever

between the parties hereto, nor shall such agreement create an employee/employer relationship between the City and Conservation or any of its volunteers, contractors, affiliates, agents or assignees.

11. **Indemnification and Hold Harmless.** Conservation agrees to protect, save, defend, indemnify and hold the City, its officers, agents and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, attorney's fees including those imputed to the City Attorney or other expenses or liabilities of every kind and character arising from Conservation's acts of or omissions in the implementation of this Agreement.
12. **Time of Essence.** Time is of the essence of this Agreement and of every term, condition or covenant to be performed by the parties.
13. **Notice.** All notices required or otherwise given hereunder shall be in writing and delivered personally or by registered or certified U.S. Mail. All delivery of notice shall require proof of acknowledgment of receipt of said notice and addressed to Conservation or the City as the case may be, at their respective addresses set forth below:

Conservation:

Bryon Kowitz
President
Conservation Education Incorporated
862 Lawton Terrace
Manitowoc, WI 54220

City:

City of Manitowoc
City Clerk/Deputy Treasurer
900 Quay Street
Manitowoc, WI 54220-4543

Either party may change the address to which notice is to be given by notifying the other party in writing of such a change.

14. **Assignment.** Conservation shall not assign this Agreement or any part of it without the prior written consent of the City, which consent shall not be unreasonably withheld.

15. **Drafting of Agreement.** All parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this Agreement or any of its terms or conditions there shall be no inference, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted this Agreement or any portion thereof.

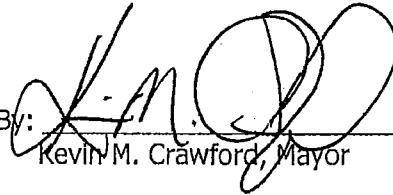
This Agreement shall be dated, effective and binding as of the date of last execution.

16. **Termination.** Unless terminated by either party prior to the termination date, this Agreement shall terminate at midnight on December 31, 2006.

Dated at Manitowoc, Wisconsin this 8th day of September, 2004.

In Witness Whereof, the parties have executed this Agreement.

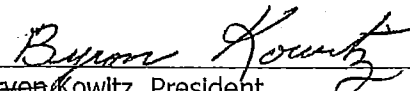
CITY OF MANITOWOC

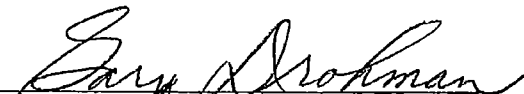
By: 
Kevin M. Crawford, Mayor

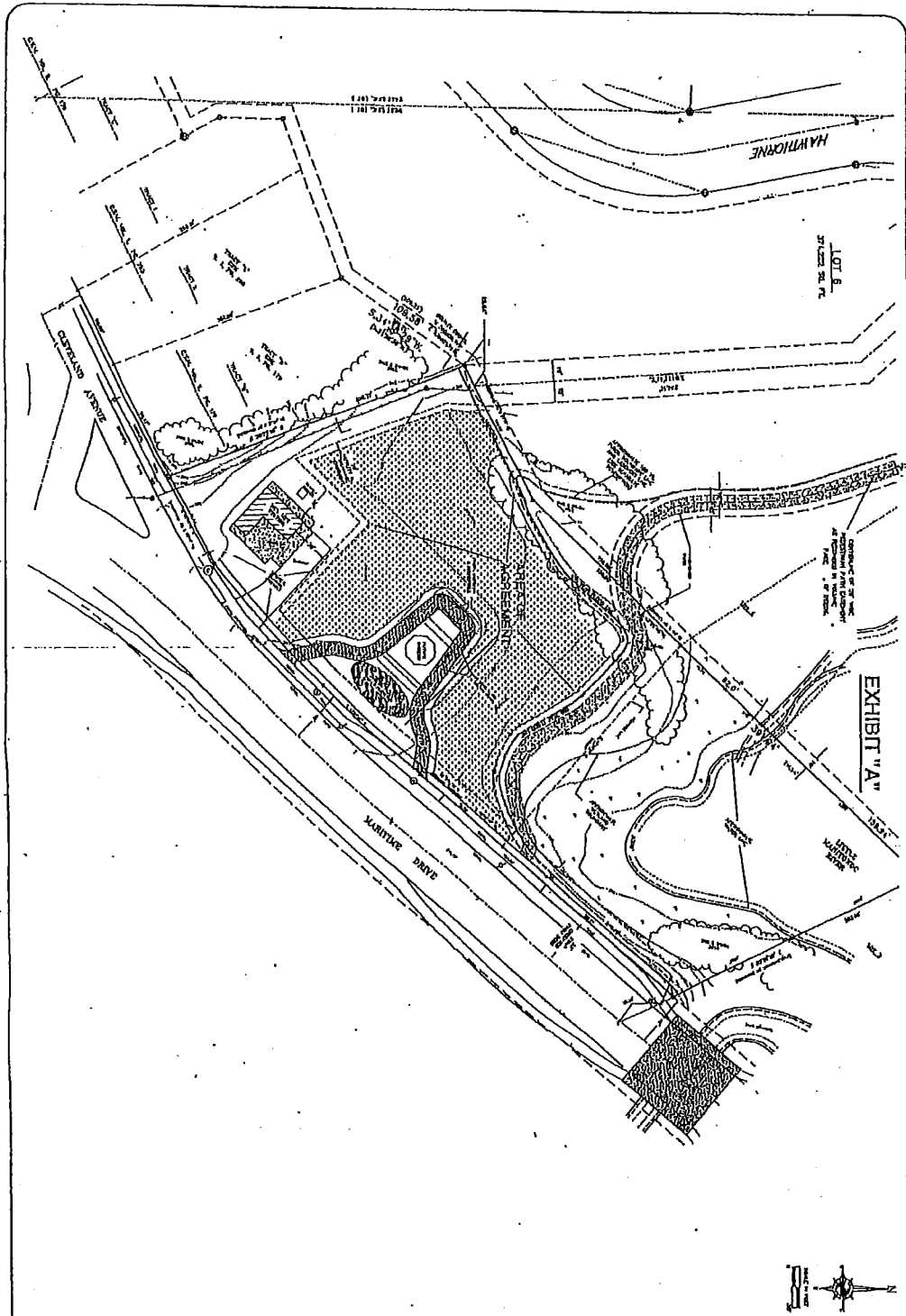
Attest:


Jennifer Hudon, City Clerk

CONSERVATION EDUCATION INCORPORATED


Byron Kowitz, President
Byron


Gary Drohman, Treasurer



SITE PLAN FOR A PARK ON MARITIME DRIVE

<p>DATE: 6/7/2004</p> <p>SCALE: AS SHOWN</p> <p>PROJECT: CITY OF MANITOWOC PARKS AND RECREATION</p>	<p>OWNER: CITY OF MANITOWOC PARKS AND RECREATION</p> <p>DESIGNER: STEINBRECHER & MENEAU, INC.</p> <p>ENGINEERS & SURVEYORS</p> <p>102 BEVERE DRIVE</p> <p>MANITOWOC, WI 54220-3147</p> <p>PHONE: 920-682-7222 FAX: 920-682-3581</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">NO.</td> <td style="width: 15%;">REVISION</td> <td style="width: 10%;">DATE</td> <td style="width: 10%;">BY</td> <td style="width: 10%;">CHECKED</td> <td style="width: 10%;">APP. NO.</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	REVISION	DATE	BY	CHECKED	APP. NO.																								
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