

**Sonja Birr**

**From:** Jim Muenzenmeyer  
**Sent:** Wednesday, June 27, 2018 7:24 AM  
**To:** Lee Kummer - D5  
**Cc:** Sonja Birr; Dan Koski  
**Subject:** RE: Public Infrastructure Committee Meeting on July 5, 2018  
**Attachments:** 20180613142145813.pdf

Sorry for the late ask, but could you consider adding the following agenda item?

- Replacement Cameras – Upper Henry Schuette Park.

We've tried installing used equipment at that park but they have failed again. Twice now the PD has asked for video footage and the equipment was broke.

I have two estimates for replacement; each has been split into two segments: Playground and General Park. I did it this way because there is a budget that has been set aside for the care of the playground. I am proposing to use a portion of that money for the cameras and associated equipment related to the playground. The other segment for the General Park will come from CAWG.

I've attached the agreement from 2012. See page 3, #8. I did call Jamie Zastrow, former Treasurer of the Friends of the Park Inc, and she had no issues with us using that restricted money for the cameras if they are aimed at the playground. In fact, she said they paid for the 1st set of replacements years ago.

The low bid was:

\$5,758.26 – Playground

\$3,201.25 – General Park

The balance in the playground fund = \$48,937.37

Thank you - Jim

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**From:** Sonja Birr

**Sent:** Tuesday, June 26, 2018 2:16 PM

**To:** Lee Kummer - D5

**Cc:** James Brey - D4; Jeremiah Novak; Mike Howe ([mhowebuilders@icloud.com](mailto:mhowebuilders@icloud.com)); Eric Sitkiewitz - D6; Dan Koski; Greg Minikel; Karen Dorow; Chad Scheinoha; Jim Muenzenmeyer; Denise Larson; Jeremy Walvoord; Jim Muenzenmeyer

**Subject:** Public Infrastructure Committee Meeting on July 5, 2018

Alderman Kummer,

Please see the attached draft agenda for the upcoming meeting. I will be out of the office Friday, June 29<sup>th</sup> through July 4<sup>th</sup>. I would like to finalize the agenda before I leave on Thursday.

If there will be any changes, please let me know by Thursday at noon.

Thank you!

Sonja Birr | DPI Administrative Assistant  
 City of Manitowoc | Engineering Dept  
 920.686.6909 F: 920.686.6906

[www.manitowoc.org](http://www.manitowoc.org)

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Rec.  
Park  
8.6-12

## MEMORANDUM OF UNDERSTANDING

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THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MEMORANDUM") is made this 18<sup>th</sup> day of Sept. 2012, by and between the CITY OF MANITOWOC, Wisconsin, a municipal corporation, with its principal offices located at 900 Quay Street, Manitowoc, Wisconsin 54220 (hereinafter "CITY"), and FRIENDS OF THE PARK, INC., a nonprofit corporation, in the City of Manitowoc, Wisconsin (hereinafter "FRIENDS").

### WITNESSETH

**WHEREAS**, the City owns property in Upper Henry Schuette Park, and in 2002 desired to have the area improved with a playground for children; and,

**WHEREAS**, a group of citizens of Manitowoc desired to assist the CITY in the improvement of the playground and form a group known as Manitowoc Community Built Playground Organization (hereinafter "MCBPO"), a nonprofit organization, which was created specifically to fund the construction of a community built playground to be located in Upper Henry Schuette Park; and,

**WHEREAS**, the CITY authorized MCBPO to create the community built playground on CITY property located in the northeast corner of Upper Henry Schuette Park, which property is described as follows:

A tract of land in the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-four (24), Township Nineteen (19) North, Range Twenty-three (23) East of the fourth principal meridian, in Manitowoc County, Wisconsin, more particularly described as follows:

Commencing at the intersection of the North Right-of-Way of the Minneapolis, St. Paul and Saulte Ste. Marie Railway and the center line of the so-called Rapids Road in SE $\frac{1}{4}$  SW $\frac{1}{4}$  24-19-23; thence in a Northeasterly direction along said Right-of-Way fence to its intersection with the East boundary line of the said SE $\frac{1}{4}$  SW $\frac{1}{4}$ ; thence due North along said boundary line to the South bank of the Manitowoc River; thence in a Southwesterly direction along the South bank of the Manitowoc River to its intersection with the center line of the Rapids Road; thence in an Easterly and Southerly direction along the center line of the Rapids Road to a point of commencement (containing 16.29 acres of land, with no improvements); and,

**WHEREAS**, the CITY and MCBPO entered into an agreement on May 6, 2002, whereby MCBPO would totally fund the construction and maintenance of the playground from individual donations, civic group donations, foundations and businesses; and,

**WHEREAS**, upon completion of the playground in 2002, MCBPO donated the entire playground including the ownership, supervision, care and control of the playground equipment, landscaping and related construction to CITY; and,

**WHEREAS**, upon completion of the community built playground at Upper Henry Schuette Park MCBPO created the corporation known as FRIENDS for the sole purpose of maintaining a fund for the future maintenance needs of the playground; and,

**WHEREAS**, FRIENDS, now desires to disband their organization and donate the remaining funds that had been collected for the maintenance of the playground to the CITY for the continued operation of this playground area.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, it is hereby acknowledged, agreed and understood by all parties as follows:

1. The above Recitals are true and correct.
2. The Upper Henry Schuette Park playground was constructed by donations and maintained by donations and was never intended to create a future financial obligation on the part of the CITY as it relates to the playground.
3. The CITY reserves the exclusive right to move, remove and/or replace any piece of playground equipment, landscaping and related construction at Upper Henry Schuette Park now or in the future for safety reasons or any reason whatsoever in its sole discretion.
4. FRIENDS hereby donates the sum of \$65,000 to the CITY for the continued maintenance of the community built playground at Upper Henry Schuette Park.
5. The CITY accepts the donations from FRIENDS in the amount of \$65,000 for the continued expenses and maintenance of the community built playground.
6. The donated funds shall be held in an account under the Parks Department Budget to be used solely for the playground structure, playground equipment and the area inside the picket fence at Upper Henry Schuette Park.
7. All expenses for the playground shall be paid for out of the account the CITY establishes under the Parks Department Budget from the donations handed over by FRIENDS.

8. The CITY shall have the sole discretion in the allocation of the donated funds with the exception that no funds shall be used for labor outside the playground area, bathrooms and other buildings at Schuette Park, security, parking surface or landscaping outside of the playground area.
9. All expenses paid for out of the donated funds shall be restricted to the playground area inside the picket fence, and shall require a recommendation by the Parks and Recreation Committee to the Common Council, and said recommendation shall require the approval of the Common Council.
10. Picket fence installation and future purchases for the playground shall require the Parks and Recreation Committee recommendation to the Common Council, and approval of Common Council and shall be at the sole discretion of CITY.
11. In the event that the funds donated by FRIENDS are depleted, this MEMORANDUM shall become void and all maintenance needs and funding shall be the sole responsibility of the CITY at the CITY's sole discretion and expense.
12. This MEMORANDUM shall be effective for fifty (50) years from the date above written or until the funds donated are depleted, whichever occurs first, at which time this agreement shall expire and the CITY shall be under no obligation to adhere to the terms of this MEMORANDUM.
13. This MEMORANDUM is the entire agreement between the parties.
14. If any provision of this MEMORANDUM is 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 conform to the requirements of applicable laws.
15. The terms of this MEMORANDUM shall be binding upon and inure to the benefit of the parties hereto, as well as their respective transferees, successors and assigns.
16. This MEMORANDUM shall be deemed to have been made in Manitowoc County, Wisconsin and shall be governed by, construed under and enforced in accordance with, the law of the State of Wisconsin, except as otherwise provided herein.
17. All parties have contributed to the drafting of this MEMORANDUM. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the

document or any portion thereof.

IN WITNESS WHEREOF, the parties hereto have caused this MEMORANDUM to be executed by duly authorized representatives of their respective corporations as of the date and year first written above.

CITY OF MANITOWOC

By: Justin M. Nickels  
Justin M. Nickels, Mayor

By: Jennifer Hudon  
Jennifer Hudon, City Clerk

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MANITOWOC )

Personally came before me this 5 day of Sept., 2012, the above signed Justin M. Nickels, Mayor, and Jennifer Hudon, City Clerk, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

Deborah A. Neuser  
Notary Public  
Manitowoc County, Wisconsin  
My commission (expires) (~~is~~): 8-17-14

FRIENDS OF THE PARK, INC

By: Jamie Zastrow  
Jamie Zastrow Treasurer  
Print name Title

By: Jodi Boettcher  
Jodi Boettcher President  
Print name Title

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MANITOWOC )

Personally came before me this 18 day of Sept, 2012, the above signed Jamie Zastrow and Jodi Boettcher, as officer of the Friends of the Park, Inc. Manitowoc County, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers by their authority.

Ronda Bereschman  
Notary Public  
Manitowoc County, Wisconsin  
My commission (expires) (~~is~~): 1-31-16