

# ADVISORY PARK BOARD AGENDA

June 23, 2014  
5:30 P.M.

Meeting Rooms D&E  
City-County Government Center

160 South Macy Street  
Fond du Lac, Wisconsin

## I. CALL TO ORDER

- A. Roll Call
- B. Declaration a Quorum is Present

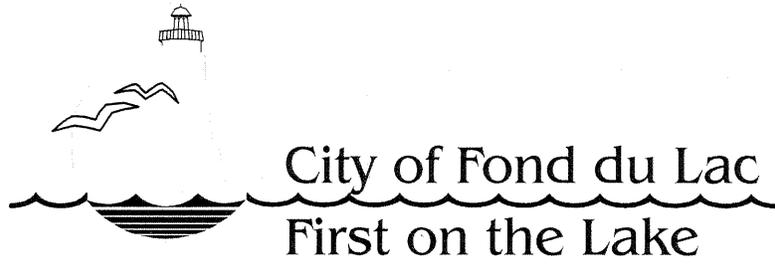
## II. APPROVAL OF MINUTES

- A. April 28, 2014

## III. REPORTS OF OFFICERS

- A. Lakeside Park Development  
Subject: Lakeside Park Development & Study  
Initiator: Jordan Skiff, Director of Public Works  
  
(Proposed Action: None)
- B. Yacht Club Parking Agreement  
Subject: Parking Agreement between the City of  
Fond du Lac and the Yacht Club  
Initiator: John Kiefer, Park Superintendent  
  
(Proposed Action: None)

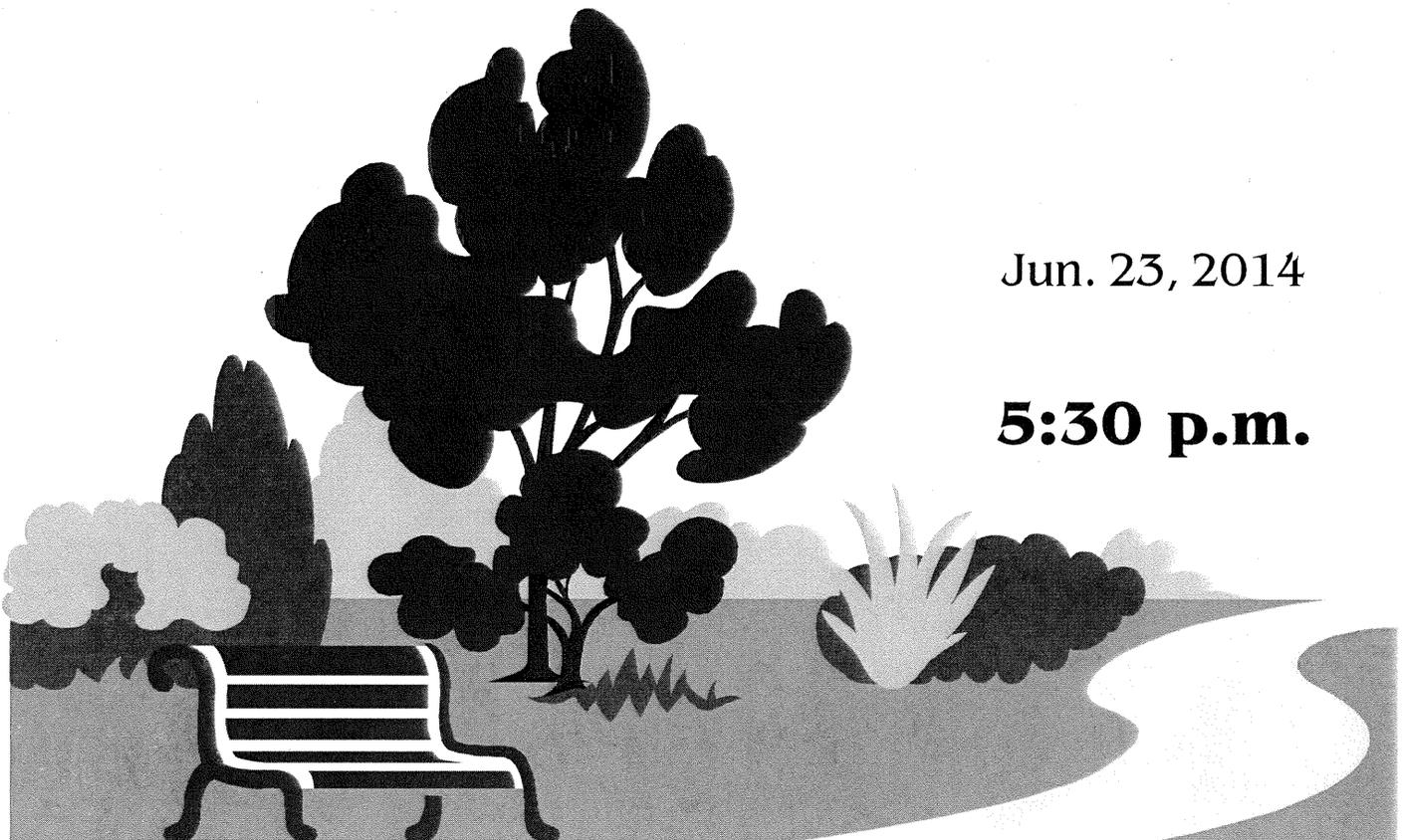
## IV. ADJOURN



# Advisory Park Board

Jun. 23, 2014

**5:30 p.m.**



*"The City of Fond du Lac provides equal opportunities and services to all individuals, including those individuals with disabilities."*

# ADVISORY PARK BOARD MINUTES

April 28, 2014  
5:30 P.M.

Meeting Rooms D&E  
City-County Government Center

160 South Macy Street  
Fond du Lac, Wisconsin

## CALL TO ORDER

Roll Call: Present: - Chad Behling  
Catherine Block  
Ted Eischeid  
Daniel Feyen  
Sandra Krueger (left @ 6:30)  
Doug Kindschuh  
Shawn McCrary  
John Piper  
Renee Wagner

Absent: - None

Administrative Staff: - John Kiefer, Park Superintendent  
Jordan Skiff, Director of Public  
Works

City Clerk Margaret Hefter declared a quorum present.

## ELECTION OF OFFICERS

### Chairperson

Motion made by Kindschuh to nominate **John Piper** for the position of Chairperson of the Advisory Park Board.

Motion made by Block to nominate **Dan Feyen** for the position of Chairperson of the Advisory Park Board.

With no further nominations being made, City Clerk Hefter declared the nominations closed.

John Piper: Behling, McCrary, Kindschuh, Piper,  
Eischeid

Dan Feyen: Block, Feyen, Krueger, Wagner

**ADVISORY PARK BOARD MINUTES**

April 28, 2014

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**John Piper** was elected as Chairperson of the **Advisory Park Board** by a vote of 5-4.

At this point in the meeting, Chairperson Piper assumed the Chair.

**Vice-Chairperson**

Motion made by Feyen to nominate **Sandra Krueger** for the position of Vice-Chairperson of the Advisory Park Board.

Motion made by Piper to nominate **Doug Kindschuh** for the position of Vice-Chairperson of the Advisory Park Board.

Doug Kindschuh: Behling, Block, Eischeid,  
Kindschuh, McCrary, Krueger, Piper

Sandra Krueger: Feyen, Wagner

**Doug Kindschuh** was elected as Vice-Chairperson of the **Advisory Park Board** by a vote of 7-2.

**APPROVAL OF MINUTES**

**January 27, 2014**

Motion made by McCrary to approve the minutes of the January 27, 2014 Advisory Park Board meeting as presented.

Seconded by Kindschuh.

ROLL CALL VOTE: Aye - Behling, Block, Eischeid,  
Feyen, Krueger, Kindschuh,  
McCrary, Piper, Wagner  
Nay - None

Carried.

**REPORTS OF OFFICERS**

**Renewal Agreement Between Lakeside Rides, LLC and the City of Fond du Lac**

Subject: Renew Agreement and Increase in Ticket Price

Initiator: Donna Whealon, Lakeside Rides, LLC

(Proposed Action: **Receive and File**)





**ADVISORY PARK BOARD MINUTES**

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**Update on McDermott Park Tennis Court Resurfacing Project**

Subject: Update on McDermott Park Tennis Court Resurfacing

Initiator: John Kiefer, Park Superintendent

(Proposed Action: **Receive and File**)

Motion made by McCrary to **receive and file** the update on McDermott Park tennis court resurfacing.

Seconded by Piper.

ROLL CALL VOTE: Aye - Behling, Block, Eischeid,  
Feyen, Kindschuh, McCrary,  
Piper, Wagner

Nay - None

Carried.

**ADJOURN**

Motion made by Feyen to adjourn.

Seconded by McCrary.

ROLL CALL VOTE: Aye - Behling, Block, Eischeid,  
Feyen, Kindschuh, McCrary,  
Piper, Wagner

Nay - None

Carried.

Meeting adjourned at 6:38 P.M.

MARGARET HEFTER  
CITY CLERK

MH/maa

# ***CITY OF FOND DU LAC - Memorandum***

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City Manager

**Date:** June 5, 2014  
**To:** City Council  
**From:** Joe Moore, City Manager  
**Re:** Lakeside Park

Some of you have asked me to facilitate a discussion about the potential for commercial development in Lakeside Park by including it in the agenda. Thus, the agenda for the City Council meeting of June 11 includes this subject. I recommend limiting the conversation during that meeting to establishing general Council guidance to the City Staff or to one or more of its Boards, Committees and Commissions if the Council decides to pursue the concept of commercial development in the park.

I recommend three objectives for the discussion at the next Council meeting. However, objectives 2 and 3 are dependent upon the outcome of objective 1. They are:

1. A determination of whether you want to proceed with this initiative.
2. A list of parameters to guide the initial course of action development.
3. A determination of how you want to proceed.

Before discussing a potential future change a review of the most recent effort in this regard is instructive because the City Council of 1982 pursued such a development without reconciling mismatched assumptions among itself, the public, potential developers and other organizations like the Convention and Visitors Bureau. In 1982 the idea of commercial development in the park led to a referendum on the ballot in November of that year in which the electors voted to block commercial development in the vicinity of what we know as Frazier Point.

I allude to that period and the resulting referendum as a basis for the following questions so as to avoid a similar outcome. However, currently there are no ordinances in our Code that prohibit you from moving forward with this initiative. Additionally, after the referendum, the City Council of 1982 did approve a resolution prohibiting changes to the park or commercial development within its boundaries, however the City Attorney does not consider that action binding on your present deliberations. Separate from what occurred in the early 1980's, there are some known and unknown land use constraints, but they should not inhibit your initial discussions. For example, there are restrictive covenants that limit how some of the property may be developed and much work will be needed to learn the full extent of any title issues.

Further we'll need to determine if there are any environmental issues, zoning restrictions or DNR regulations that would limit or affect development, but that analysis would be done later as part of developing specific courses of action.

Objective 1, sustain or change the status quo:

The two questions below have one purpose: to determine whether you want to pursue a change to Lakeside Park and/or Lakeside Park West.

1. What is your vision for Lakeside Park and/or Lakeside Park West?
2. Do you support commercial development in Lakeside Park and/or Lakeside Park West?

Objective 2, parameters:

Answers to the three questions below will set basic parameters for whomever you might assign the task of further developing and analyzing the options for the park.

1. Is there a particular type of commercial development you desire or want to prohibit?
2. As part of commercial development would you consider leasing or selling part of Lakeside Park or Lakeside Park West?
3. In the context of commercial development are there any areas of the park that would be considered off-limits?

Objective 3, how to proceed:

The last two questions are about the process itself. You could assign the work to the staff or to a board, committee or commission, a "committee of committees" or create an ad hoc committee. Its primary task would be to create courses of action for your review based on your vision and the parameters you set as well as eliciting public input, with or without a specific schedule for reporting progress back to you.

1. In the context of commercial development what's your preferred method for the development of courses of action to consider?
2. What's your preferred method for soliciting public comment about altering the land use of Lakeside Park or Lakeside Park West?

For this objective, I recommend an ad hoc, or blue ribbon panel, made up of members you appoint. If you agree, the discussion about the tasks, purpose, number of appointments, and whom you might appoint will be added to a subsequent Council agenda.

## LEASE

This is a lease between the City of Fond du Lac, a Wisconsin municipal corporation, (City) and the Fond du Lac Yacht Club, a non-profit organization(?), (Yacht Club) located at 705 Mohawk Ave, Fond du Lac, WI 54935, to provide winter storage of boats on City-owned property.

1. **Leased Premises.** The Property to be leased is a City parking lot located in Lakeside Park. A description of the property to be leased is attached hereto as Exhibit A.
2. **History.** This Lease is the successor agreement to two prior agreements, the first of which began in July of 2004. The agreement was subsequently renewed in 2009. The second agreement expired on May 15, 2014.
3. **Purpose.** The City parking lot is underutilized during the winter storage season. The Yacht Club needs boat storage. The rental income provides additional revenues to the City.
4. **Term.** This agreement will begin on \_\_\_\_\_ and run for a two year period.
5. **Dates of Use.** The Yacht Club may begin winter boat storage on the leased premises beginning October 1<sup>st</sup> of each year. The storage season will end on the Saturday on or following May 15<sup>th</sup> of the following year.
6. **Rent.** The Yacht Club shall pay a seasonal fee of \_\_\_\_\_ per lineal foot for each boat stored.
7. **Due Date of Rent.** The fee for the winter storage season shall be paid on or before January 2 of each season.
8. **Accounting.** The Yacht Club shall submit, with its payment, a detailed accounting of fees derived from the storage of boats on the leased premises. The City may request to review all records that document the accounting and the Yacht Club will reasonably comply with such requests.
9. **Yacht Club Responsible for leased premises.** The Yacht Club shall remove all boats and clean up the leased premises to the satisfaction of the City by the close of each winter storage season.
10. **Indemnification.** The Yacht Club agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence, whether active or passive, of the Yacht Club, its members, their guests or of anyone acting under its direction, control or on its behalf, even if liability is also sought to be imposed on the

City. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City.

The Yacht Club shall reimburse the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity provided herein.

This indemnity provision shall survive the termination or expiration of this Agreement.

- 11. Limitation of Municipal Liability.** Nothing contained within this agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses and immunities contained within Wisconsin Statutes sections 345.05 and 893.80. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.
- 12. Insurance.** The Yacht Club will provide proof of insurance with general liability coverage of \$1,000,000 per occurrence, \$2,000,000 general aggregate; umbrella liability of \$2,000,000 per occurrence and aggregate. Further, the coverage must name the City as an additional insured.
- 13. Cancellation.** This agreement may be cancelled at any time upon mutual consent of the parties.
- 14. Renewal.** This agreement may be renewed upon mutual consent of the parties.