

ADVISORY PARK BOARD AGENDA

July 28, 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

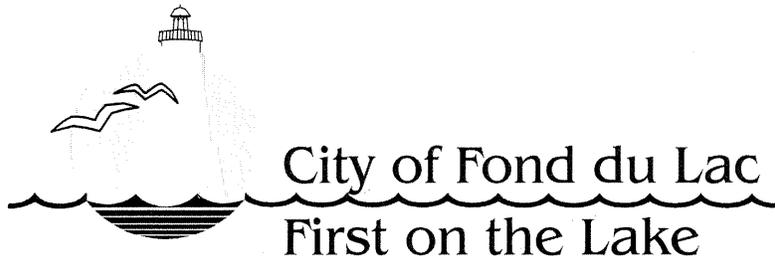
III. REPORTS OF OFFICERS

- A. 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: Approval to City Council)
- B. Lakeside Park Exploratory Committee
Subject: Lakeside Park Exploratory Committee
Initiator: John Kiefer, Park Superintendent

(Proposed Action: None)

IV. ADJOURN



Advisory Park Board

July 28, 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

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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**)

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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

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 1st of each year. The storage season will end on the Saturday on or following May 15th 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.

RESOLUTION NO. 8481

**A RESOLUTION AUTHORIZING A COMMITTEE TO DISCUSS
UTILIZATION OF LAKESIDE PARK**

WHEREAS, June 11, 2014, the City Manager presented a report to the City Council at its request outlining a process for a public discussion of utilization of Lakeside Park; and

WHEREAS, the Council discussed the pros and cons and voted unanimously to have a public discussion on Lakeside Park utilization; and

WHEREAS, any prior resolutions that prohibited discussion or consideration of commercial development in Lakeside Park are hereby rescinded; and

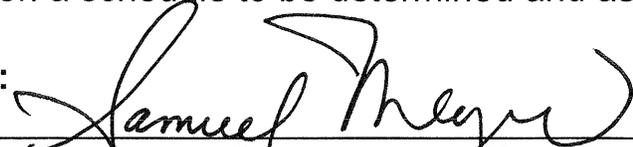
WHEREAS, the Council determined that an ad hoc committee of City residents could perform a valuable service by discussing and studying the issue of utilization of Lakeside Park; and

WHEREAS, at the June 11th meeting, the City Council unanimously approved the creation of a 15 person study committee that will function in an advisory rather than a decision-making capacity regarding any utilization of Lakeside Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fond du Lac that an ad hoc committee, once selected by the City Council, is authorized to discuss utilization of Lakeside Park. The Committee will report back to Council on a schedule to be determined and as needs dictate.

ADOPTED:

JULY 9, 2014



 Samuel Meyer, President
 Fond du Lac City Council

Attest:



 Margaret Heftner, City Clerk

City Attorney:

Reviewed 