



**BOARD OF PARK COMMISSIONERS**  
**WEDNESDAY, OCTOBER 23, 2019 AT 6:30 PM**  
**CITY HALL, CONFERENCE ROOM 2AL**  
**AGENDA**

Call to order

1. Roll Call
2. Approval of Board of Park Commissioner meeting minutes from September 25, 2019
3. Comments from the public limited to 5 minutes
4. Acceptance of Board of Park Commissions Funds Report
5. Aldermanic Request(s)
  - A. None
6. New Business
  - A. Grant Applications – Proposal from Vandewalle
    1. Four Seasons, Ice Rink at Veterans Park and/or on Geneva Lake, Park Bench – Jaeger Tree Location, Safe Routes to School
  - B. Discussion/Recommendation: Grand Geneva request to advertise at Veterans Park
  - C. Discussion/Recommendation: Concession stand lease Veterans Park
7. Requiring Business:
  - A. Presentation of Park Board calendar for remainder of 2019
8. Business Carried Forward
  - A. Update on bicycle rack donation from TreadHead Cycling
  - B. Update on YMCA agreement status
  - C. Update on \$15,000 budgeted for multi-use
9. Future meeting agenda items
10. Adjourn

*This is a meeting of the Board of Park Commissioners.  
No official Council action will be taken; however, a quorum of the Council may be present.*

**BOARD OF PARK COMMISSIONERS  
WEDNESDAY, SEPTEMBER 25, 2019 AT 6:30 PM  
CITY HALL, CONFERENCE ROOM 2A  
MINUTES**

**President Esarco called the meeting to order at 6:32 pm.**

**Roll Call:** Present: President Esarco, Mayor Hartz, Peggy Schneider, Brian Olsen, Meaghen Madden-Van Dyke

Brian Olsen noted that “I came here straight from work.” This was a constant refrain throughout the meeting.

**Excused:** Alderman Straube, Barbara Philipps, Obdulia Alvarez, Dave Quickel

**Staff Present:** None

Also in attendance was Alderman Flower

Public Present: Empty chairs all around. Seemed very quiet.

**Approval of Board of Park Commissioner meeting minutes from August 28, 2019:**

Olsen/Schneider moved to approve the minutes as presented. Motion carried 5-0

**Comments from the public:** As noted above, no one from the public attended, thus logically, there was no public comment

**Acceptance of Board of Park Commissions Funds Report:**

Hartz/Olsen moved to accept the Parks Commissions Funds Report. Passed 5-0. Esarco asked about using the Impact Fees to build multi-use paths for the increased elderly (55 and older) population resulting from new residents at Symphony Bay and Golden Years. The new residents more frequently are using motorized wheelchairs and scooters to access stores, community facilities, and health facilities. Hartz will speak with Attorney Draper about such a use.

**Aldermanic Request(s)**

None was presented

**New Business**

Motion was made by Esarco/Hartz to suspend the rules and move item 6B up to speak about the YMCA Agreement Review. Passed 5-0

**YMCA Agreement Review**

Alderman Flower presented the draft agreement between the YMCA and the City to provide recreational services and utilize athletic fields owned by the City. The Board reviewed the draft agreement line by line. The process ended after an hour when the red ink ran out. The Board completed the edit and requested that Alderman Flower speak with Attorney Draper and the YMCA about the suggested changes.

**Grant Applications – Proposal from Vandewalle**

Vandewalle has not completed the proposal yet. This item will be heard at the next Board of Park Commissioners. The projects the Board of Park Commissioners is considering for grant

funding are as follows: Four Seasons, Ice Rink at Veterans Park and/or on Geneva Lake, Park Bench – Jaeger Tree Location, Safe Routes to School

### **Usage of \$15,000 Funds Budgeted for Multi-use trail**

President Esarco asked if the \$15,000 that was included in the 2019 Budget for bike paths had been used yet. Alderman Flower said it had not. Madden-Van Dyke/Olsen moved to forward this item to Public Works Committee with a recommendation that the bike lane behind the YMCA be repaired. Passed 5-0.

### **Striping of Bike Lane as approved on May 22, 2019 minutes of Park Board, “Motion to approve striping alternate route north Wisconsin Street from Central/Dennison to Maxwell Street, Maxwell Street from Wisconsin to George Street. Hartz/Esarco: passed unanimously”**

Mayor Hartz asked about the disposition of this Park Board recommendation. Alderman Flower noted that she spoke with the Public Works Department about painting sharrows on the street rather than identifying a specific lane. When the street is narrow and will not accommodate a lane, it is common then to paint sharrows on the street to alert cars that bicycles use the designated street. Hartz/Olsen moved to forward this item to Public Works Committee with the same recommendation as noted above. Motion passed 5-0.

### **Old Business**

#### **Update of Park Permit fees**

President Esarco announced that the City Council approved the Park Board recommendation to increase the fees for for-profit extended use of the parks.

#### **Update on Bicycle Rack Donation by TreadHead Cycling**

There was no report as Neil Waswo was absent.

### **Future meeting agenda items**

President Esarco commented that two items were left off of the agenda she submitted and suggested that they be put on the agenda for the next meeting. For the next meeting the Sage Street bike lane and Veterans Park business sponsorships will be added to the agenda.

Olsen/Schneider moved to adjourn. The motion passed 5-0. The meeting gloriously adjourned at 8:02 pm.

## CONCESSION AGREEMENT

Concession Agreement made on March 30, 2018, between the City of Lake Geneva ("City"), and Rod Brunner, DBA Ro-Della, Inc., Inc. ("Concessionaire"),

For valuable consideration, City grants to Concessionaire the privilege of operating a concession stand on park grounds of the City at Veteran's Park to be located in the concession/bathroom building on the following terms and conditions:

1. Concessionaire agrees to pay the City the amount of \$1,500, made in one installment by June 1<sup>st</sup> each year.
2. Concessionaire agrees to have the concession stand open during the 2018 and 2019 spring and summer seasons (April 15<sup>th</sup> through September 15<sup>th</sup>), or later as mutually agreed upon by both parties. As a minimum, Concessionaire shall establish post and comply with, weekend and/or daily hours of business during seasonal organized sports activities. The agreement may be extended to the 2020 season upon agreement of both parties.
3. Concessionaire agrees to supply for sale of sufficient vendible articles of a ballpark type and sufficient quantities to satisfy demands of patrons of the park at the times when organized sport activities are conducted until closing at end of each season.
4. Concessionaire shall procure at his or her own costs and expense all necessary licenses and permits necessary for carrying out provisions of this contract.
5. Concessionaire shall provide adequate and appropriate containers which are not unsightly for the temporary storage of trash and garbage and provide, as necessary, for the regular pick up of such trash and garbage, and shall not permit any unattractive or unsanitary accumulation of trash, debris or litter on the premises hereto relevant at all times during which concessions are operated within the park. The piling of boxes, cartons, drums, can or similar items, shall not be permitted outside of designated concession areas. The City shall be responsible for removal of the normal trash and garbage.
6. All notices and orders given to concessionaire shall be sent to Rod Brunner.
7. Prior to termination of this Agreement or on or before October 1<sup>st</sup> of 2019, unless approved specifically by the City, Concessionaire shall remove from the concession stand at Veteran's Park all personal property, supplies, goods and effects. On his or her failure to do so, City, and/or its employees, officers and agents, may cause such removal to be made and the property, supplies, goods and effects

shall be stored at cost and expense of Concessionaire. City may exercise lien rights thereon for cost and expense of such removal and storage.

8. No improvement shall be made to City property without the City's consent. Any permanent on-site improvements made during the course of the Agreement are to revert to the City at termination of the contract. Any City provided improvements shall be operated and properly maintained by the Concessionaire.

9. The Concessionaire shall pay all license fees and taxes that may be imposed by any City, State or Federal authorities.

10. Concessionaire will procure and maintain during the entire term of this Agreement, or any renewal or extension period thereof, a public liability insurance policy which covers liability for products made or sold by Concessionaire, with the City stated as an additional insured. Liability insurance shall be provided at all times in a minimum amount of One Million (\$1,000,000) Dollars single limits coverage, per person, and per occurrence, covering death, personal injury and property loss or damage.

11. The Concessionaire shall hold the City harmless from the payment of all claims or demands arising out of this Agreement. The Concessionaire shall indemnify the City from all suits or actions brought against the City or on the account of injury or damages received or sustained by any party or parties by or from the said Concessionaire, his servants or agents, in the exercise of the rights and privileges granted in this Agreement, including all attorney fees incurred by the City in defense of such claims or demands.

12. The City reserves the right to cancel or terminate this Agreement, upon ten (10) days advance written notice.

CONCESSIONAIRE

By: Bob Brenner  
Concessionaire

CITY OF LAKE GENEVA

By: Alan Kuyvil  
Mayor

Attest:

By: Sandra Hays  
City Clerk

## CONCESSION AGREEMENT

Concession Agreement made on March 30, 2018, between the City of Lake Geneva ("City"), and Rod Brenner, DBA Ro-Della, Inc. ("Concessionaire"),

For valuable consideration, City grants to Concessionaire the privilege of operating a concession stand on park grounds of the City at Veteran's Park to be located in the concession/bathroom building on the following terms and conditions:

1. Concessionaire agrees to pay the City the amount of \$1,500, made in one installment by June 1<sup>st</sup> each year.
2. Concessionaire agrees to have the concession stand open during the 2018 and 2019 spring and summer seasons (April 15<sup>th</sup> through September 15<sup>th</sup>), or later as mutually agreed upon by both parties. As a minimum, Concessionaire shall establish post and comply with, weekend and/or daily hours of business during seasonal organized sports activities. The agreement may be extended to the 2020 season upon agreement of both parties.
3. Concessionaire agrees to supply for sale of sufficient vendible articles of a ballpark type and sufficient quantities to satisfy demands of patrons of the park at the times when organized sport activities are conducted until closing at end of each season.
4. Concessionaire shall procure at his or her own costs and expense all necessary licenses and permits necessary for carrying out provisions of this contract.
5. Concessionaire shall provide adequate and appropriate containers which are not unsightly for the temporary storage of trash and garbage and provide, as necessary, for the regular pick up of such trash and garbage, and shall not permit any unattractive or unsanitary accumulation of trash, debris or litter on the premises hereto relevant at all times during which concessions are operated within the park. The piling of boxes, cartons, drums, can or similar items, shall not be permitted outside of designated concession areas. The City shall be responsible for removal of the normal trash and garbage.
6. All notices and orders given to concessionaire shall be sent to Rod Brenner.
7. Prior to termination of this Agreement or on or before October 1<sup>st</sup> of 2019, unless approved specifically by the City, Concessionaire shall remove from the concession stand at Veteran's Park all personal property, supplies, goods and effects. On his or her failure to do so, City, and/or its employees, officers and agents, may cause such removal to be made and the property, supplies, goods and effects

shall be stored at cost and expense of Concessionaire. City may exercise lien rights thereon for cost and expense of such removal and storage.

8. No improvement shall be made to City property without the City's consent. Any permanent on-site improvements made during the course of the Agreement are to revert to the City at termination of the contract. Any City provided improvements shall be operated and properly maintained by the Concessionaire.

9. The Concessionaire shall pay all license fees and taxes that may be imposed by any City, State or Federal authorities.

10. Concessionaire will procure and maintain during the entire term of this Agreement, or any renewal or extension period thereof, a public liability insurance policy which covers liability for products made or sold by Concessionaire, with the City stated as an additional insured. Liability insurance shall be provided at all times in a minimum amount of One Million (\$1,000,000) Dollars single limits coverage, per person, and per occurrence, covering death, personal injury and property loss or damage.

11. The Concessionaire shall hold the City harmless from the payment of all claims or demands arising out of this Agreement. The Concessionaire shall indemnify the City from all suits or actions brought against the City or on the account of injury or damages received or sustained by any party or parties by or from the said Concessionaire, his servants or agents, in the exercise of the rights and privileges granted in this Agreement, including all attorney fees incurred by the City in defense of such claims or demands.

12. The City reserves the right to cancel or terminate this Agreement, upon ten (10) days advance written notice.

CONCESSIONAIRE

By: Bob Brenner  
Concessionaire

CITY OF LAKE GENEVA

By: Alan Keyser  
Mayor

Attest:

By: Janet Hays  
City Clerk

City of Lake Geneva  
626 Geneva St  
Lake Geneva WI 53147 262-248-3673

Receipt No: 10.000083 Jun 5, 2018

BRENNER-VET PK CONCESSIONS

PUBLIC CHARGES	
PARK USE FEES	1,500.00
Total:	<u>1,500.00</u>

City Checks	
Check No: 3803	1,500.00
Payor:	
BRENNER-VET PK CONCESSIONS	
Total Applied:	<u>1,500.00</u>

Change Tendered:	<u>.00</u>
------------------	------------

06/05/2018 11:24 AM





# December 2019

December 2019							January 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	8	9	10	11	12	13	14
15	16	17	18	19	20	21	18	19	20	21	22	23	24
22	23	24	25	26	27	28	25	26	27	28	29	30	31

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Dec 1	2	3	4	5	6	7
						3:00pm 6:30pm CS: Christmas Parade VIG (Center & Various Streets (see permit)) - Nancy Elder
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	Jan 1, 20	2	3	4

Dec 29 - Jan 4

Dec 22 - 28

Dec 15 - 21

Dec 8 - 14

Dec 1 - 7

# Park Impact Fee Funds

Effective Date of Ordinance = 4/22/2004

9/30/2019

Year	REVENUES		EXPENDITURES	REMAINING	Notes on what \$ spent on
	Impact Fees	Interest Earned	Impact Fee \$ Spent	Impact Fee Balance	
2003					Transfer of old park fund
2004	16,560.00	158.81		16,718.81	
2005	15,870.00	952.44		33,541.25	
2006	11,250.00	1,980.99		46,772.24	
2007	6,272.00	2,477.22	(46,615.61)	8,905.85	Playground equipment, Planning
2008	20,808.00	1,053.67	(124.00)	30,643.51	Park Planning
2009	1,978.00	224.33	(7,589.00)	25,256.84	Molitor field
2010	1,380.00	93.52	(19,317.01)	7,413.34	Vet's park field, retaining wall
2011	19,248.00	51.76		26,713.10	
2012	3,910.00	68.23	(2,889.38)	27,801.95	Vet's Park south soccer field
2013	6,226.00	34.92	(11,386.78)	22,676.09	Manual scoreboard, batting cages, disc golf
2014	8,982.00	24.48	(4,046.00)	27,636.57	Park survey postcards, disc golf signs
2015	7,820.00	35.80	(23,245.68)	12,246.68	Dog park fencing, signs
2015				12,246.68	
2016	12,190.00	98.70	(4,551.00)	19,984.38	Dog Park water line
2017	20,286.00	185.90	(20,000.00)	20,456.28	Manning Way Playground Equipment
2018	20,654.00	516.62	(2,715.00)	38,911.89	Soccer goals/Bleachers/Shade Structure
2019	12,420.00	746.95		52,078.84	
Totals	185,854.00	8,704.30	(142,479.46)	52,078.84	

**52,078.84** = Impact Fee balance

## IMPACT FEE SUMMARY:

	Collected	Interest Earned	Expenditures	Must be spent by:	
2003-2006	43,680.00	3,092.24	(87,921.78)	(41,149.54)	<b>Must be spent by 12/31/2013</b>
2007	6,272.00	2,477.22	(4,046.00)	(36,446.33)	<b>Must be spent by 12/31/2014</b>
2008	20,808.00	1,053.67	(23,245.68)	(37,830.34)	<b>Must be spent by 12/31/2015</b>
2009	1,978.00	224.33	(4,551.00)	(40,179.02)	<b>Must be spent by 12/31/2016</b>
2010	1,380.00	93.52	(20,000.00)	(58,705.50)	<b>Must be spent by 12/31/2017</b>
2011	19,248.00	51.76	(2,715.00)	(42,120.75)	<b>Must be spent by 12/31/2018</b>
2012	3,910.00	68.23	-	(38,142.52)	<b>Must be spent by 12/31/2019</b>
2013	6,226.00	34.92		(31,881.60)	<b>Must be spent by 12/31/2020</b>
2014	8,982.00	24.48		(22,875.12)	<b>Must be spent by 12/31/2021</b>
2015	7,820.00	35.80		(15,019.32)	<b>Must be spent by 12/31/2022</b>
2016	12,190.00	98.70		(2,730.63)	<b>Must be spent by 12/31/2023</b>
2017	20,286.00	185.90		17,741.28	<b>Must be spent by 12/31/2024</b>
2018	20,654.00	516.62		38,911.89	<b>Must be spent by 12/31/2025</b>
2019	12,420.00	746.95		52,078.84	<b>Must be spent by 12/31/2026</b>
Totals	185,854.00	8,704.30	(142,479.46)		

# PARK FUNDS SUMMARY

Year	REVENUES		EXPENDITURES	Notes on what \$ spent on
	Park Fund	Interest Earned	Park Fund \$ Spent	
2003			46,113.26	Transfer of old park fund
2004	3,928.00	158.81		
2005	2,552.00	952.44		
2006	1,407.00	1,980.99		
2007	575.00	2,477.22		
2008	150.00	1,053.67		
2009	100.00	224.33		
2010	150.00	93.52		
2011	50.00	51.76		
2012		68.23	(28,489.24)	Vet's Park south soccer field
2013	150.00	34.92	(6,455.46)	Manual scoreboard, batting cages, disc golf
2014	1,150.00	24.48	(1,610.98)	Park survey postcards, disc golf signs
2015	250.00	35.80		
2015			(15,000.00)	Transfer to Adaptive Playground Fund
2016	50.00	98.70		
2017		185.90		
2018	15,471.00	516.62	(21,060.00)	Soccer goals/Bleachers/Shade Structure
2019	20.00	436.97		
Totals	26,003.00	8,394.32	(72,615.68)	

7,894.90 = Park Fund balance

15,000.00 = Adaptive Playground Fund balance

22,894.90 = Total Park Funds