



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

AGENDA

Call to order

Amended Packet: Items pertaining to item 6B.

1. Roll Call

2. Approval of Board of Park Commissioner meeting minutes from August 28, 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: YMCA Agreement Review

C. Discussion/Recommendation: Usage of \$15,000 Funds Budgeted for Multi-use trail

D. Discussion/Recommendation: 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”*

7. Old Business

A. Update of Park Permit fees

B. Update on Bicycle Rack Donation by TreadHead Cycling

8. Future meeting agenda items

9. 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, AUGUST 28, 2019
CITY HALL, CONFERENCE ROOM 2A
MINUTES

President Esarco called the meeting to order at 6:42 p.m. CST.

Roll Call: Present: President Esarco, Mayor Hartz, Alderman Straube, Barbara Philipps, Obdulia Alvarez, Peggy Schneider, Brian Olsen, Dave Quickel

Excused: Meaghen Madden-Van Dyke

Staff Present: Neil Waswo, Street Superintendent

Also in attendance were Alderman Flower and Alderman Dunn

Public Present: MaryJo Fesenmaier, Dick Malmin, Charlene Klein

Approval of Board of Park Commissioner meeting minutes from July 24, 2019:

Philipps/Straube moved to approve the minutes as presented. Motion carried 8-0.

Comments from the public: (The following are summaries and not direct quotes)

Charlene Klein: Charlene asked that more detail be included in the minutes, particularly with the discussion about moving the Never Say Never line item of \$15,000 from the Park Fund to the Park Impact Fees. Why was moving the funds being considered and what was the result of the discussion?

MaryJo Fesenmaier 1085 South Lake Shore Drive, City of Lake Geneva: MaryJo made two points. The first was a correction to the minutes from the prior meeting. She asked that her statement about Hillmoor be corrected to read as follows: "MaryJo then expressed her support for Hillmoor Park." Second, she suggested that the fees for the use of the parks are too small.

Dick Malmin: Dick noted that the Ice Castles were the best money raisers anywhere. Further he explained to the Board that its responsibility is to manage the parks and that Ice Castles LLC should have applied to the Board for permission to use the Frisbee golf course for their event. He recommended that Ice Castles look at locating in Hillmoor.

Acceptance of Board of Park Commissioners Funds Report:

Esarco outlined the balances in the two funds; the Park Impact Fee Funds and the Park Fund. Hartz explained that he consulted the City Attorney about moving the Never Say Never designated funds of \$15,000 from the Park Fund to the Park Impact Fee Fund to free up the \$15,000 to repair and replace playground equipment. The City Attorney advised that the use of the Impact Fees must meet state guidelines and the Never Say Never Park does not meet those guidelines. The Never Say Never designated funds thus will remain in the Park Fund.

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MINUTES

New Business

Recreational Trails Program Grant

Neil Waswo reported that the DNR had a grant available to fund multi use paths. It can be found at <https://dnr.wi.gov/Aid/RTP.html>

Grant Applications – Proposal from Vandewalle:

Hartz reported that Vandewalle will present a list of potential grants to fund projects that the Board is considering at the September Board meeting. Hartz shared the email he sent to Vandewalle that identified the types of projects that the Board was considering.

Four Seasons:

Esarco addressed the safety issues at Four Seasons Nature Preserve. She related a visit to a similar park near Reek School and how it differed from Four Seasons. The Vandewalle list to be presented next meeting will address the issue of applying for funds to pay to make Four Seasons safer.

Neil Waswo report:

- All tree rings have been mulched
- Playgrounds have been re-chipped
- Flat Iron park has been restored following Venetian Fest
- No further damage has occurred at Dunn Park Restroom since it has been closed early
- The summer crew of the Street Department is slowly leaving, returning to school. They were hard and diligent workers.
- Replaced another latch on the gate at the Dog Park
- Continue to fill holes in the dog park as fast as the dogs dig them
- The Purple Martin houses will be coming down in September
- Neil and the playground equipment vendors will be completing the annual inspection and inventory of the City's playground equipment
- The brush and trees along the old railroad bridge over the White River adjacent the Utility Commission will be trimmed and cleared in the first two weeks of September at the request of the Police Department

Maple Park tennis wind screen:

Neil Waswo presented a bid to purchase and install wind screens at the Maple Park Tennis Courts for \$4,500. There is not enough money in the budget to pay for this improvement.

Veterans Park ice rink:

Neil Waswo reported that an ice rink was previously planned for the area next to the parking lot off of Geneva Parkway. The Vandewalle list to be presented next meeting will address the issue of applying for funds to purchase and install a hockey rink at Veterans Park. Quickel noted that the City used to have two rinks; one on the lake and the other on the lagoons at Bigfoot State Park. Why wouldn't we try to install one on the lake again? The kids used to take care of the

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MINUTES

rink on the lake. No action was taken although there appeared to be general consent to reconsider using the lake as an ice skating rink again.

Fee structure for park usage:

Esarco reviewed the fee structure and security deposits for park usage.

Olsen/Esarco moved to recommend that the Council review the security deposit requirements for Tier 1, Tier 2, and Brunk Pavilion.

Motion carried 8-0.

Olsen/Hartz moved to recommend that the Council change the City of Lake Geneva Event Permit Policy and Application to reflect the following:

- For the Public Assembly Permit:
 - Attendance should be under 500
 - The price should mirror that of the Temporary Use Permits granted by the Building and Zoning Department on private property

Motion carried 8-0.

Olsen/Esarco moved to recommend that the Council change the City of Lake Geneva Event Permit Policy and Application to reflect the following:

- For the Tier 1 Events:
 - Attendance should be between 501 to 3,000
 - For profit organizations should pay - \$250 total for up to 7 days with an additional \$50/day fee thereafter
- Tier 2 Events:
 - Attendance 3001+
 - For profit organizations should pay - \$500 total for up to 7 days with an additional \$100/day fee thereafter

Motion carried 8-0.

YMCA Fall Schedule

No YMCA staff present to discuss

Discussion/Recommendation: YMCA Agreement Review

The agreement was dispersed and because it was not part of the packet, was not discussed.

Discussion/Recommendation: Bicycle Rack Donation from Treadhead Cycling

Neil Waswo suggested that the rack could replace the current deteriorated racks located at the Riviera and/or the Beach House.

Park Bench near Ed Jaeger tree

The Vandewalle list to be presented next meeting will account for funds to purchase and install benches overlooking the disc golf course and dog park.

BOARD OF PARK COMMISSIONERS
WEDNESDAY, AUGUST 28, 2019
CITY HALL, CONFERENCE ROOM 2A
MINUTES

Old Business

Equipment replacement report – Neil Waswo completed in his report.

White River Bridges – The Park Board does not have the budget to address the bridges this year.

Safe Routes to School

The Vandewalle list to be presented next meeting will address the application for Safe Routes to School funds.

Accolades

The committee extending their appreciation to Gary Dunham and Habitat for Humanity and local church Youth Groups for assistance in repairs/painting at Veteran's Park.

Future meeting agenda items: YMCA Agreement, \$15,000 budgeted for bicycle lanes, Ice Rink on Lake Geneva, Vandewalle Grant Application List.

Olsen/Philipps moved to adjourn the meeting of the Board of Park Commissioners.
Motion carried 8-0. The meeting adjourned at 8:40 p.m.

Recorded by Mayor Hartz, Secretary of the Board of Park Commissioners. These minutes are not official until approved by the Board of Park Commissioners

September 2019

September 2019							October 2019						
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	22	23	24	25	26	27	28
29	30												

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sep 1 11:00am 10:00pm SP: Krocketball (Seminary Park to Include One Trailer Parking Space) - Nancy Elder	2 11:00am 10:00pm SP: Krocketball (Seminary Park to Include One Trailer Parking Space) - Nancy Elder	3 5:00pm 8:30pm VP: SWC Soccer Training (Vet Park) - Nancy Elder	4 9:00am 12:00pm TTX Training (Walworth County) - City Clerk	5 8:00am 1:00pm HH: Farm Mkt (330 Broad St. (see permit 5:00pm 8:30pm VP: SWC Soccer Training (Vet's Park) - Nancy	6	7 FIP: Erika Grimm & Gus B
8 7:30pm 11:30pm FYI: The Who (Alpine Music Theatre) - Nancy Elder	9 4:30pm 8:30pm VP: SW Soccer (Veteran's Park) - Nancy Elder	10 4:30pm 8:30pm VP: SW Soccer (Veteran's Park) - Nancy Elder	11 4:30pm 8:30pm VP: SW Soccer (Veteran's Park) - Nancy Elder	12 8:00am 1:00pm HH: Farm Mkt (330 B 4:30pm 8:30pm VP: SW Soccer (Veteran's Pa 6:00pm 9:00pm Museum PL: Swift Ni	13 4:30pm 8:30pm VP: SW Soccer (Veteran's Park) - Nancy Elder	14 8:00am 7:00pm Fat Tire Ride (see attached for details) - Nancy Elder
15 9:00am 6:00pm Fire Bells Fundraiser: Barricades/Pkg Spot 12:30pm 2:30pm RB: Mt. Zion Baptism (Riviera Beach) - Nan	16 4:30pm 8:30pm VP: SW Soccer (Veteran's Park) - Nancy Elder	17 10:00am 11:00am Review of unpaid balances of Tourism 4:30pm 8:30pm VP: SW Soccer (Veteran's Park) - Nancy Elder	18 4:30pm 8:30pm VP: SW Soccer (Veteran's Park) - Nancy Elder	19 7:00am 10:00am Farm Aid Tractor Parade w 8:00am 1:00pm HH: Farm Mkt (330 B 2:00pm 7:00pm FIP: Du 4:30pm 8:30pm VP: SW	20 4:30pm 8:30pm VP: SW Soccer (Veteran's Park) - Nancy Elder	21 7:00am 1:30pm LP: Alzheimer's Walk (see attached for Event Permit Details) - Nancy Elder
22	23 4:30pm 8:30pm VP: SW Soccer (Veteran's Park) - Nancy Elder	24 4:30pm 8:30pm VP: SW Soccer (Veteran's Park) - Nancy Elder	25 4:30pm 8:30pm VP: SW Soccer (Veteran's Park) - Nancy Elder	26 8:00am 1:00pm HH: Farm Mkt (330 Broad St. (see permit 4:30pm 8:30pm VP: SW Soccer (Veteran's Park) - Nancy Elder	27 4:30pm 8:30pm VP: SW Soccer (Veteran's Park) - Nancy Elder	28
29	30 4:30pm 8:30pm VP: SW Soccer (Veteran's Park) - Nancy Elder	Oct 1	2	3	4	5

October 2019

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sep 29	30	Oct 1	2	3	4	5
		4:30pm 8:30pm VP:SW Soccer (Veteran's Park) - Nancy Elder	4:30pm 8:30pm VP:SW Soccer (Veteran's Park) - Nancy Elder	8:00am 1:00pm HH:Farm Mkt (330 Broad St. (see permit for details)) - Nancy Elder	8:00am 4:00pm DGC: Rock Solid Employee App Day (White River) - Nancy Elder	
				4:30pm 8:30pm VP:SW Soccer (Veteran's Park) - Nancy Elder	4:30pm 8:30pm VP:SW Soccer (Veteran's Park) - Nancy Elder	
6	7	8	9	10	11	12
				8:00am 1:00pm HH:Farm Mkt (330 Broad St. (see permit for details)) - Nancy Elder	2:00pm 10:00pm SP: McCann Rehearsal (Seminary Park) - N Badger Homecoming & Fire	FR&BS: Oktoberfest (see p. 1)
13	14	15	16	17	18	19
FR&BS: Oktoberfest (see p. 1)				8:00am 1:00pm HH:Farm Mkt (330 Broad St. (see permit for details)) - Nancy Elder		
20	21	22	23	24	25	26
				8:00am 1:00pm HH:Farm Mkt (330 Broad St. (see permit for details)) - Nancy Elder		
27	28	29	30	31	Nov 1	2
	Avian Committee Purp			8:00am 1:00pm HH:Farm Mkt (330 Broad St. (see permit for details)) - Nancy Elder		

September

2019

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
2	3	4	5	6	7 Flag Football 10-12
9	10 Soccer 4:30-6	11	12 Soccer 4:30-6	13	14 Flag Football 10-12
16	17 Soccer 4:30-6	18	19 Soccer 4:30-6	20	21 Flag Football 10-12
23	24 Soccer 4:30-6	25	26 Soccer 4:30-6	27	28
30					

October

2019

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5
7	8 Soccer 4:30-6	9	10 Soccer 4:30-6	11	12
14	15 Soccer 4:30-6	16	17 Soccer 4:30-6	18	19
21	22	23	24	25	26
28	29	30	31		

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	396.06		
Totals	26,003.00	8,353.41	(72,615.68)	

7,853.99 = Park Fund balance

15,000.00 = Adaptive Playground Fund balance

22,853.99 = Total Park Funds

Park Impact Fee Funds

Effective Date of Ordinance = 4/22/2004

8/31/2019

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	10,810.00	658.98		50,380.87	
Totals	184,244.00	8,616.33	(142,479.46)	50,380.87	

50,380.87 = 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)
2007	6,272.00	2,477.22	(4,046.00)	(36,446.33)
2008	20,808.00	1,053.67	(23,245.68)	(37,830.34)
2009	1,978.00	224.33	(4,551.00)	(40,179.02)
2010	1,380.00	93.52	(20,000.00)	(58,705.50)
2011	19,248.00	51.76	(2,715.00)	(42,120.75)
2012	3,910.00	68.23	-	(38,142.52)
2013	6,226.00	34.92		(31,881.60)
2014	8,982.00	24.48		(22,875.12)
2015	7,820.00	35.80		(15,019.32)
2016	12,190.00	98.70		(2,730.63)
2017	20,286.00	185.90		17,741.28
2018	20,654.00	516.62		38,911.89
2019	10,810.00	658.98		50,380.87
	184,244.00	8,616.33	(142,479.46)	

Must be spent by 12/31/2013
Must be spent by 12/31/2014
Must be spent by 12/31/2015
Must be spent by 12/31/2016
Must be spent by 12/31/2017
Must be spent by 12/31/2018
Must be spent by 12/31/2019
Must be spent by 12/31/2020
Must be spent by 12/31/2021
Must be spent by 12/31/2022
Must be spent by 12/31/2023
Must be spent by 12/31/2024
Must be spent by 12/31/2025
Must be spent by 12/31/2026



Name: _____
Contact #: _____
Event Dates: _____

Comment [CF1]: Should this be City of Lake Geneva Logo?

~~GENEVA LAKES FAMILY YMCA/City of Lake Geneva~~
Veterans Park
Field Rental Agreement

Deposit: _____ Receipt # _____ Date Paid: _____ Staff: _____

Rental Fee: _____ Receipt # _____ Date Paid: _____ Staff: _____

SECTION 1: DEFINITIONS

A. Recreation Programmer: The Lake Geneva YMCA, authorized by the City of Lake Geneva to schedule Veterans Park events, activities and programs. The Recreation Programmer, or an authorized representative, is present during the use of the facility or grounds and has access to facilities and grounds at all times and is responsible for locking and unlocking.

B. Lease: As used herein means the written Rental Agreement issued to an applicant by the Lake Geneva YMCA or its authorized representative for use of Veterans Park or any portion there-of under the authority and conditions as herein provided, including any amendment or supplement to such an agreement.

C. Lessee: As used herein includes any person, association, public organization, partnership, company or corporation that is granted a contract to use any part of Veterans Park in accordance with these regulations. Person responsible must be an adult (age 21).

SECTION 2: RIGHT TO ALTER REGULATIONS AND RENTAL RATES

The Lake Geneva YMCA reserves the right to change, alter, amend or cancel any or all of the regulations and rental rates contained herein at any time. The Lake Geneva YMCA reserves the right to cancel any reservation for the use of Veterans Park due to local, state or federal emergency needs. A full refund will be given in this event. Lessee may not use the facility for any other than the stated purpose. Failure to comply can cause cancellation of the event.

Comment [CF2]: This should be the cities authority.

Comment [CF3]: Who should have the right to cancel? Y or City? Other things can happen at the park when not rented, could someone give me an example as to why this statement is in here?

SECTION 3: AUTHORITY

Violations of these regulations and rental rates or any portion thereof may result in cancellation of use of facility which may impact future use of facility. The Lake Geneva YMCA, hereinafter referred to as "management," shall have full responsibility for the operation of Veterans Park and shall act on behalf of the City of Lake Geneva. The management shall be authorized to enter into agreements subject to Sec. 2 (above). The right is reserved by the manager or other duly authorized representative of the City of Lake Geneva to enter Veterans Park and all parts thereof at all times.

Comment [CF4]: Not referenced this way in the document..

Comment [CF5]: Shouldn't the City manage these agreements? Y is basically our staff, (kind of like our planner reviews, but city has ultimate authority, engineer does same, but city has ultimate authority. Should be handled as the Riv rental, but the Y is considered our Public Work Facility...

SECTION 4: RENTALS AND RENTAL AGREEMENT

A. All rentals of Veterans Park facilities will require a signed rental agreement between the Lessee and the Lake Geneva YMCA City of Lake Geneva through its duly authorized representatives. No verbal agreements for the use of Veterans Park will be valid.

B. A reservation for Veterans Park will be considered confirmed only upon the receipt in the City of Lake Geneva YMCA office of a signed rental agreement accompanied by the prescribed minimum down payment or other appropriate fee as described herein.

C. Reservations for an event can be made no more than one (1) year in advance. Reservation should be made with the City of Lake Geneva, YMCA, 203 Wells St, Lake Geneva, WI 53147. 262-248-6211

SECTION 5: RESERVATION INFORMATION

A. A walk through of the facilities must be performed within two (2) days prior to the event.

Comment [CF6]: By whom?

B. Reservation Deposit shall be paid at the time of application. Tournament Deposit shall be calculated and paid not later than fourteen (14) days prior to the first day of the tournament or event. If the tournament or event is cancelled within fourteen (14) days of the first day of the tournament or event, the tournament deposit less any costs incurred by the City of Lake Geneva or its representatives YMCA-related to the event, shall be refunded back to the lessee. If the tournament is cancelled during the event for a serious violation of the terms of this field rental agreement, the Tournament Deposit is forfeited.

Upon completion of the tournament or event, the Lake Geneva YMCA shall calculate the final costs based upon the above fee schedule, and forward to the City of Lake Geneva to refund any amounts due the Lessee in accordance with this agreement.

C. NO ONE IS ALLOWED TO RENT OR RESERVE FIELDS FOR SOMEONE ELSE. IF YOU ARE CAUGHT DOING THIS, YOU WILL LOSE YOUR DEPOSIT AND PERMANENT USE OF THE FIELDS AND FACILITIES.

Comment [CF7]: Why all caps?

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SECTION 6: RENTAL HOURS

A. Games may begin at 8:00 am, with staff and Lessee preparations beginning no earlier than 7:00 am.

B. There is a 11:00 p.m. curfew on all City-owned ball fields and parks. Any game in process must be called at 11:00 pm. ~~It must not be continued for any reason.~~ The lights must be turned off no later than 11:20 p.m. (This is to allow participants and spectators time to leave the park and allow Lessee time to clean up.)

C. Lessee is responsible to be on site at all times during rental hours. If Lessee cannot be there, a designee should be appointed, and their name(s) should be turned into the [City of Lake Geneva YMCA upon returning with](#) the lease agreement ~~and paying all rental fees.~~

D. Fields used for league play will be on a limited basis and must be approved by the [City of Lake Geneva, YMCA Sports Director](#)

SECTION 7: LAKE GENEVA [VETERANS PARK YMCA](#) RENTAL RATES

Non-Refundable Reservation Deposit

\$200.00/tournament or event non-refundable fee for reserving the date or dates of the tournament or event.

Tournament Deposit

\$200.00/tournament site clean-up fee (refundable if the lessee leaves the park as clean after as before the event).

\$20.00/hour security and garbage can emptying fee.

\$40.00/hour City personnel bathrooms cleaning and unforeseen assistance fee (on an as needed basis)

\$100.00/field/day rental fee which includes field preparation between games and striping.

\$20.00/hour ball field lighting fee.

\$105.00/weekend/onsite portable toilet required fee for every 150 participants and spectators (minimum requirement).

~~\$25.00/day/portable toilet cleaning fee.~~

\$225.00/weekend for a 12-yard dumpster. Replacing the dumpster with an empty one is at the same rate.

Note: ~~Reservation Deposit shall be paid at the time of application. Tournament Deposit shall be calculated and paid not later than fourteen (14) days prior to the first day of the tournament or event. If the tournament or event is cancelled within fourteen (14) days of the first day of the tournament or event, the tournament deposit less any costs incurred by the City of Lake Geneva YMCA or its representative related to the event, shall be refunded back to the lessee. If the tournament is cancelled during the event for a serious violation of the terms of this field rental agreement, the Tournament Deposit is forfeited.~~

Comment [CF8]: Should all of these fees be included on the City fee schedule like all the rest of our fees? And included by reference?

Comment [CF9]: Who coordinates this? Who decided that 150 participants was the cut off? Sounds like our other bathrooms in the city experience a lot more usage than this.

Comment [CF10]: This is a repeat of 5b, is it necessary?

Upon completion of the tournament or event, the Lake Geneva YMCA shall calculate the final costs based upon the above fee schedule, and forward to the City of Lake Geneva to refund any amounts due the Lessee in accordance with this agreement.

Comment [CF11]: Repeated as well – necessary?

SECTION 8: CLEANING REQUIREMENTS

Lessee must clean up any and all trash placed anyplace other than within the dumpster or onsite trash containers and remove any equipment within the contract lease period; otherwise, additional fees may be charged or deducted from deposits for the additional time used. Lessee is responsible for cleanup of the facility similar to pre-event condition.

SECTION 9: SETUPS

- A. Lake Geneva YMCA staff will unlock and lock facilities before and after event.
- B. Fields will be prepared and chalked prior to the event. Lessee can request the Lake Geneva YMCA to maintain the fields in between games. Lessee should request assistance from the Lake Geneva YMCA on field maintenance at the time the rental agreement is executed.

SECTION 10: LIABILITY FOR LESSEE’S PROPERTY

Neither the City of Lake Geneva, the Lake Geneva YMCA, nor its employees shall be liable for any lost, damaged or injury to property of any kind that is shipped or otherwise delivered to or stored in or on the premises. Property shall not be received until Lessee has made proper arrangements for receiving, handling and storage of such materials with the Lake Geneva YMCA management.

SECTION 11: OBSERVANCE OF LAWS AND REGULATIONS

Lessee shall comply with all city, county, state and federal laws, and with regulations pertaining to Veterans Park. Violations by Lessee or its agents or employees may result in cancellation of the lease and/or discontinuation of use of the facility with forfeiture of fees and deposit.

PLEASE ADHERE TO THE FOLLOWING GUIDELINES:

1. DO NOT PLAY ON THE FIELD IF IT IS WET OR MUDDY.
2. REPAIR ANY DAMAGED AREAS AFTER YOUR PLAY HAS ENDED.
3. DO NOT ADD ANY DRYING AGENTS OR UNAUTHORIZED MATERIALS TO THE FIELD FOR ANY REASON.
4. CLEAN UP ANY LITTER LEFT BY PARTICIPANTS AND SPECTATORS, AND TAKE WITH YOU.
5. PROFANITY OF ANY FORM, WHETHER ON T-SHIRTS, OR SPOKEN WILL NOT BE ALLOWED IN THE PARK.
6. NO GAMBLING OF ANY FORM IS ALLOWED. VIOLATORS WILL BE PROSECUTED. RENTERS WILL LOSE THEIR DEPOSIT IF ALLOWED.
7. NO PETS ALLOWED IN THE PARK
8. NO ALCOHOL OR COMSUMPTION OF ALCOHOL IS PERMITTED

Comment [CF12]: If it is wet do we allow the Y to do this?

Comment [CF13]: Don't we have garbages there for their use?

City of Lake Geneva, 626 Geneva St, 262-249-3673
GENEVA LAKES FAMILY YMCA, 203 S. WELLS ST. 262-248-6211

SECTION 12: OBJECTIONABLE CONDUCT

Any person at Veterans Park whose conduct is disorderly or disruptive in one or more of the following respects, may be ejected from the premises by the Lake Geneva YMCA staff on duty or any police officer:

- a. Intoxication;
- b. Use of abusive, indecent, profane or vulgar language;
- c. Making offensive gestures or displays;
- d. Abusing or threatening another person in an obviously offensive manner or fighting with another person;
- e. Making unreasonably loud noise;
- d. Vandalism.

Lessee, for the event at which any such ejection occurs, shall hold harmless, indemnify and defend the City, its officers, agents and employees against any claim related to any such ejection. Alcoholic beverages of any type are not permitted in the park under any circumstances, per the City of Lake Geneva Ordinance. Lessee is responsible for the actions of the participants and spectators as it pertains to the presence of alcohol. Lessee is to ask violators to leave the park immediately and call for police assistance to enforce the City Ordinance or violations of any rules listed on this form. Failure to report violators will result in forfeiture of Lessee's deposit and bar Lessee's right to reserve any ball field in the future. (It is suggested that a gate attendant be present at all times to discourage attendants from bringing alcoholic beverages into the park and to report any violators to Lessee and the Lake Geneva Police Department.) The Lake Geneva Police Department will be notified of the date and time that Lessee will be utilizing the ball park. The City of Lake Geneva will press charges against ordinance violators, that the police arrest for drinking and any other violation(s) in the park. Uniformed and non-uniformed police officers will be patrolling inside the park during Lessee's rental times. The Lake Geneva YMCA staff will also be making site inspections to the rented facility to check on any renter agreement violations.

SECTION 13: ABANDONED EQUIPMENT OR ARTICLES

The City of Lake Geneva or the Lake Geneva YMCA shall not be held responsible for property left on the premises. Said articles shall remain on the Veterans Park premises for seven (7) days and then shall be deemed abandoned by Lessee and may be disposed of by the Lake Geneva YMCA. The City assumes no responsibility for losses when such losses are caused by theft or disappearance. Property left on the premises that must be stored may result in the loss of deposit.

SECTION 14: SOLICITATIONS

No Lessee shall solicit or collect donations at Veterans Park without the approval of the [City of Lake Geneva YMCA](#)

[City of Lake Geneva, 626 Geneva St, 262-249-3673](#)
[GENEVA LAKES FAMILY YMCA, 203 S. WELLS ST. 262-248-6211](#)

SECTION 15: FOOD AND BEVERAGE SERVICE

A. No alcoholic beverage will be allowed in Veterans Park. Full deposits will be forfeited for non-compliance, as well as possible discontinuation of the event.

B. ~~The Lake Geneva YMCA will not allow~~ food and beverage ~~is not allowed~~ to be sold at Veterans Park. The

City of Lake Geneva has a vendor contracted to run the Veterans Park concession stand.

Comment [CF14]: Would like input from the Park Board about the current agreement process. No changes can be made until the contract runs out, I believe in 2020 or 2021?

SECTION 16: SALE OF TOURNAMENT SOUVENIRS AND NOVELTIES

A. Lessee may NOT solicit or sell t-shirts, ball caps and other souvenirs to its participants and spectators, unless the lessee is a qualified group and obtains a permit to do so from the City of Lake Geneva.

ABSOLUTELY NO SMOKING IS PERMITTED IN VETERANS PARK. FULL DEPOSIT WILL BE FORFEITED FOR NON-COMPLIANCE IN ACCORDANCE WITH SECTION 7 OF THIS AGREEMENT. PLEASE NOTIFY GUESTS OF THIS REGULATION.



Comment [CF15]: City of Lake Geneva Logo instead?

~~Lake Geneva YMCA/City of Lake Geneva~~
Veterans Park Field Rental Agreement

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Rental Date: _____ Time In: _____ - _____ am/pm Time
Out: _____ am/pm

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Number attending: _____ Type of
Activity: _____

Lessee: _____

Business
Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ - _____ Work Phone: _____ - _____ Cell
Phone: _____ - _____

Non-Refundable Reservation Deposit

\$200.00/tournament or event Receipt# _____ Date _____ Staff _____

Tournament Deposit

\$200.00/tournament ~~site~~ clean-up fee (refundable if ~~the~~ lessee leaves ~~the~~ park as clean ~~after~~ as before ~~the~~ event).

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\$20.00/hour security and garbage fee _____ total hours staffed

\$40.00/hour City personnel, as needed _____ total hours if called

Comment [CF16]: For what reasons would city staff be called?

\$100.00/field/day rental fee _____ total days

\$20.00/hour ball field lighting fee. _____ total hours of lighting

\$105.00/weekend/onsite portable toilet required fee for every 150 participants and spectators (minimum requirement). _____ total people in attendance

\$25.00/day/portable toilet cleaning fee. _____ total days X # of portable toilets

Comment [CF17]: Same question as previous- do we have 2 bathroom facilities available?

\$225.00/weekend for a 12-yard dumpster. If tournament size requires emptying the dumpster, a new dumpster will be brought in at the same rate.

Comment [CF18]: What size is that?

~~The City of Lake Geneva YMCA~~ must receive a copy of the lessee insurance certificate showing both Lake Geneva YMCA and City of Lake Geneva as additionally insured prior to first day of tournament or event.

City of Lake Geneva, 626 Geneva St, 262-249-3673
GENEVA LAKES FAMILY YMCA, 203 S. WELLS ST. 262-248-6211

\$ _____ total due by Date _____ Receipt _____ Date _____ Staff _____

In order for the Lake Geneva YMCA to hold your reservation, payment and this form must be received at least fourteen (14) calendar days prior to the event. Failure to do so will result in loss of reservation. Rental fees must be paid in full fourteen (14) calendar days prior to the event.

I agree to abide by the policies and rules of the City of Lake Geneva. I understand that I am responsible for any damage to City property that may occur during my usage. I understand I should report any problems to the Lake Geneva YMCA.

WARNING: RELEASE OF CLAIMS AND WAIVER OF RIGHTS, READ CAREFULLY BEFORE SIGNING

A. **Covenant Not to Sue.** Lessee shall never institute any action or suit at law or in equity against the Lake Geneva YMCA or the City of Lake Geneva, individually or in its capacity as Recreation Programmer, its officers, directors, insurers, employees, agents, or assigns, and shall not prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, property damage, expenses or compensation, attorney fees, or litigation costs for or on account of any damage, loss, or injury, either to person or property, or both, resulting or to result, known or unknown, past, present, or future, arising out of Lessee's use of Veterans Park in the City of Lake Geneva, Walworth County, Wisconsin.

B. **Indemnification and Hold Harmless Agreement.** Lessee shall indemnify and hold the Lake Geneva YMCA and City of Lake Geneva, individually and in its capacity as Recreation Programmer, its officers, directors, insurers, employees, agents, or assigns, harmless and defend them, and each of them, from and against any and all claims, actions, damages, liability, losses, expenses, attorney fees, litigation costs, or liens, arising out of any negligent act or omission by or on behalf of the Lake Geneva YMCA or City of Lake Geneva, and further arising out of any occurrence causing injury or damage to any persons or property, or resulting from or caused by any negligent acts or omissions of the Lake Geneva YMCA or City of Lake Geneva or out of any negligent acts or omissions of Lessee, its agents and assigns, while exercising any of the rights and privileges granted by this Field Rental Agreement. Lessee agrees to pay all litigation costs and all actual attorney fees incurred by the Lake Geneva YMCA or City of Lake Geneva in connection therewith, and to pay any final judgment entered in an action to which this indemnification agreement applies.

Lessee Signature: _____ Date: _____

Authorized By: _____ Date: _____

AGREEMENT

THIS AGREEMENT dated the ____ day of _____, 2019, by and between the City of Lake Geneva (hereinafter “City”) and the Geneva Lakes Family YMCA, Inc. Endowment Corporation (hereinafter “YMCA”).

WITNESSETH:

WHEREAS, City and YMCA wish to work cooperatively to provide recreational services and utilize athletic fields owned by the City; and

WHEREAS, City and YMCA wish to ensure that recreational facilities and programs are available to as many citizens-residents of the City as possible; and

WHEREAS, City and YMCA wish to clarify the relative roles and responsibilities of each party to provide recreational facilities-facilities and-programs to the citizens-residents of the City;

NOW THEREFORE ~~in consideration of the sum of Ten and no/100 (\$10.00) Dollars~~, the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged the parties hereto agree as follows:

1. The above recitals are incorporated herein by reference.
2. The term of this agreement shall be for a term of ~~_____~~ one (1) year commencing on __ day of _____, 20__.
3. For the services recited herein, the City shall pay the sum of Fifty-Five Thousand and no/100 (\$55,000.00) Dollars for the term of this agreement. The sum shall be paid in

quarterly installments on the 1st of January, April, July and October. Currently the payment is bi-monthly.

4. In exchange for the sum provided herein, the YMCA shall do the following:
- a. Provide recreational programs to ~~citizens-residents~~ of City at Veteran's Park. See attached for list of programs.
 - b. Coordinate the use of the athletic fields at Veteran's Park for use by all groups interested in using said fields in a non-discriminating manner. Ensure that all groups and organizations affiliated with the YMCA or not have equal access to the athletic fields provided by the City.
 - c. Prepare the ~~athletic-baseball/softball~~ fields for use by an organization regardless of their affiliation with the YMCA by marking the fields and placing of necessary equipment such as bases, ~~soocer goals~~ or volleyball nets. We would request at least a week's notice for proper staffing.
 - d. Coordinate the use of the fields with the City of Lake Geneva through a shared calendar such as google calendar.
 - e. Make books and records available to the City showing revenues received and expenses paid for use of Veteran's Park.
 - f. Provide discounted rates for ~~citizens~~ City residents participating in activities through the YMCA which are conducted at Veteran's Park.
 - g. Tournaments and other rentals at Veteran's Park will be booked through the City and fees for such tournament will be shared equally between the City and the YMCA. Expenses incurred from Tournaments will be shared equally, or net proceeds shared. A separate rental agreement form must be used to show responsibilities and financial summary.
 - h. ~~The YMCA shall indemnify and hold the City of Lake Geneva harmless from any and all claims arising from the activities or tournaments conducted on Veteran's Park through the YMCA or tournaments booked by the YMCA. Said indemnity shall include reimbursement for any and all reasonable attorneys' fees incurred by the City. In support of said indemnity, the~~ The YMCA shall provide a One Million (\$1,000,000.00) Dollar liability insurance policy naming the City as an additional insured.

Comment [CF1]: Do we want them to take care of soccer requests as well?

Comment [CF2]: Do we need clarification to what they are asking for here? Should we reference/attach the rental agreement to this document?

Comment [CF3]: Dan – are you OK with this?

i. The City and the YMCA will prepare an inventory of equipment available for use at Veteran’s Park. See attachment.

Comment [CF4]: Is there a way to make this part of this rather than an attachment? Documents seem to be difficult to keep all together.

j. The YMCA will ensure that the fields and facilities are used in a reasonable manner by all patrons and invitees of the YMCA.

5. The City will provide maintenance at Veteran’s Park including the maintenance of bathrooms, fields, and equipment owned by the City. A list of responsibilities of City and YMCA are attached.

Comment [CF5]: This is the same document - Same comment – can we include items here versus using an attachment?

IN WITNESS WHEREOF, the undersigned have set their hand and seal this _____ day of _____, 2019.

CITY OF LAKE GENEVA, a municipal corporation

By: _____
THOMAS HARTZ, Mayor

Attest: _____

GENEVA LAKES FAMILY YMCA, Inc.
~~ENDOWMENT CORPORATION~~

By: _____

Geneva Lakes Family YMCA/City of Lake Geneva Equipment and Responsibilities

City of Lake Geneva

Mowing

Trash pickup of entire park (except Lions Den/asphalt area)

Gas for power equipment

½ purchase price of groomer

Flower beds

Maintenance and repair of groomer

Clean bathrooms

Bids out concession stand

Any field rental agreements

City allows YMCA to use the garage for storage of equipment related to these activities (not use of Lions Den)

Owns and maintains Soccer Goals and nets

Comment [CF1]: Tom Earl – could you please provide a sketch of this location?

YMCA

All field work/maintenance

Check oil/filters, wash groomer

Club house prep/cleaning

Trash pickup in Lions Den/asphalt area

Equipment purchases for programs

Maintain Batting cages

Owns Volleyball nets

Owns Bases

Owns chalker

Any-Dispense of watering required for baseball game usage (water supplied by City)?

Operations of YMCA/City of Lake Geneva programs: T-ball, Baseball, Softball, Travel baseball/softball, Tournament level baseball/softball, flag football, soccer, LaCrosse, Adult softball, Coed softball, Adult Kickball

Operations of any tournament

Communication with city clerk on scheduling of park

½ purchase price of groomer

Owner of lawn tractor, push mower, golf cart – do all maintenance