



136 North Monroe Street
Waterloo, WI 53594
Phone: (920) 478-3025
Fax: (920) 478-2021
www.waterloowi.us

WATERLOO PARKS COMMISSION – AGENDA

Pursuant to Section 19.84 Wisconsin Statutes, notice is hereby given to the public and news media, that a public meeting will be held to consider the following:

Date: Tuesday, September 15, 2015
Time: 5:00 p.m.
Location: Municipal Building – 136 North Monroe Street

1. Roll call
2. Meeting Minutes Approval: July 21, 2015 and August 20, 2015
3. Public Comment
4. Reports
 - a. Firemen's Park Trustees Register Reports – 2014 Financial Report
 - b. Waterloo Regional Trailhead Revenue and Expenditures as of 8/31/2015
5. Unfinished Business
 - a. Comprehensive Outdoor Recreation Plan – Drafting Update
 - b. 2016 Park Planning and Budget Recommendation
 - i. Firemen's Park
 - ii. Waterloo Regional Trailhead
 - iii. All Other Parks
6. New Business
 - a. 720 West Madison Street Park – Phase 2 Planning
7. Announcements, Future Agenda Items and Next Meeting

Mo Hansen
Clerk/Treasurer

Posted, Emailed & Mailed: 9/11/2015

-Committee Members: Stinnett, Kegler, Quimby, Springer, Board of Trustees representative (vacant), Ex-Officio Advisory Members: Gary Yerges - Public Works Director, Gabe Haberkorn -Waterloo Youth Sports Organization Representative, Richard Jones and Charles Crave – Waterloo Regional Trailhead Implementation Team.

PLEASE NOTE: It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above meeting(s) to gather information. No action will be taken by any governmental body other than that specifically noticed. Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request such services please contact the clerk's office at the above location.

Waterloo Regional Trailhead Facility
2015 Estimated Operational Expenses and 2016 CT Proposed Budget

Hansen estimate 9/11/2015

LINE ITEM	REVENUE (9/2014 - 8/2015)	EVENTS	TOTAL REVENUE	AVERAGE EVENT REVENUE
REVENUE FACILITY RENTAL		21	\$ 2,070.00	\$ 98.57

LINE ITEM	DESCRIPTION	2015 BUDGET	AS OF JUNE 30 2015	6 MONTH ESTIMATE	PRIOR ANNUAL ESTIMATE	AS OF AUG 30 2015	REVISED ANNUAL ESTIMATE	2016 PROJECTED
221	ELECTRIC **	4,000.00	1,331.49	1,597.79	3,195.58	1,508.15	2,585.40	2,585.40
222	HEAT **	1,500.00	805.11	966.13	1,932.26	868.82	1,489.41	1,489.41
223	WATER/SEWER **	1,800.00	358.63	430.36	860.71	504.50	864.86	864.86
240	BLDG MAINT	1,500.00	20.30	20.30	40.60	693.05	1,039.58	1,039.58
290	CLEAN CONTRACT	1,000.00	225.00	225.00	450.00	315.00	472.50	472.50
291	SECURITY CONTRACT	1,000.00	1,042.20	1,042.20	2,084.40	1,042.20	1,042.20	1,042.20
310	OFFICE SUPPLIES	1,500.00	-	-	-	-	-	150.00
341	COMMUNICATIONS	2,500.00	564.22	564.22	1,128.44	749.86	1,124.79	1,124.79
TBD	PROGRAMMING ***	-	-	-	-	-	-	1,000.00
TBD	MARKETING ***	-	-	-	-	-	-	250.00
TBD	GROUNDS MAINT ***	-	-	-	-	-	-	300.00
350	CLEANING SUPPLY	1,200.00	-	-	300.00	-	150.00	150.00
							-	
TOTAL		16,000.00	4,346.95	4,846.00	9,991.99	5,681.58	8,768.73	10,468.73

** REPRESENTS SEVEN PAID MONTHS OF UTILITIES

*** CT PROPOSED NEW FOR 2016

OPERATIONAL BREAK EVEN POINT =	2014-2015				
	Ave. Rent	Events			
	Amt. \$	Needed			
	98.57	106	X		10,468.73

CITY OF WATERLOO
 DETAIL REVENUES /EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2015

FUND 225 - SPECIAL REVENUE TRAILHEAD-WRT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>REVENUES</u>					
<u>MISCELLANEOUS REVENUES</u>					
225-48-4820-000 FACILITY RENTAL	(50.00)	1,250.00	2,000.00	(750.00)	62.50
TOTAL MISCELLANEOUS REVENUES	(50.00)	1,250.00	2,000.00	(750.00)	62.50
<u>MISCELLANEOUS REVENUES</u>					
225-49-4930-000 FUNDS APPLIED TO BUDGET	.00	.00	14,000.00	(14,000.00)	.00
TOTAL MISCELLANEOUS REVENUES	.00	.00	14,000.00	(14,000.00)	.00
TOTAL FUND REVENUE	(50.00)	1,250.00	16,000.00	(14,750.00)	7.81
<u>EXPENDITURES</u>					
<u>PARKS</u>					
225-55-5520-221 TRAILHEAD-WRT ELECTRIC	73.03	1,508.15	4,000.00	2,491.85	37.70
225-55-5520-222 TRAILHEAD-WRT HEAT	40.37	868.82	1,500.00	631.18	57.92
225-55-5520-223 TRAILHEAD-WRT WATER/SEWER	70.92	504.50	1,800.00	1,295.50	28.03
225-55-5520-240 TRAILHEAD- WRT BLDG MAINT	614.00	693.05	1,500.00	806.95	46.20
225-55-5520-290 TRAILHEAD-WRT CLEAN CONTRACT	45.00	315.00	1,000.00	685.00	31.50
225-55-5520-291 TRAILHEAD-WRT SECURITY CONTR	.00	1,042.20	1,000.00	(42.20)	104.22
225-55-5520-310 TRAILHEAD-WRT OFFICE SUPPLIE	.00	.00	1,500.00	1,500.00	.00
225-55-5520-341 TRAILHEAD-WRT COMMUNICATION	114.64	749.86	2,500.00	1,750.14	29.99
225-55-5520-350 TRAILHEAD-WRT CLEANING SUPPLY	.00	.00	1,200.00	1,200.00	.00
TOTAL PARKS	957.96	5,681.58	16,000.00	10,318.42	35.51
TOTAL FUND EXPENDITURES	957.96	5,681.58	16,000.00	10,318.42	35.51
NET REVENUES OVER EXPENDITURES	(1,007.96)	(4,431.58)	.00	(4,431.58)	.00

(1) seven months actual bills paid

CITY OF WATERLOO

BALANCE SHEET

AUGUST 31, 2015

FUND 225 - SPECIAL REVENUE TRAILHEAD-WRT

ASSETS

225-11100	TREASURER'S CASH	(44,180.19)	
225-13100	ACCOUNTS RECEIVABLE	.00	
225-13101	ACCOUNTS RECEIVABLE PRIOR YEAR	.00	
		<hr/>	
	TOTAL ASSETS		(44,180.19)

LIABILITIES AND EQUITY

LIABILITIES

225-21100	VOUCHERS PAYABLE	<hr/>	.00
	TOTAL LIABILITIES		.00

FUND EQUITY

225-32600	FUND BALANCE	(39,748.61)	
	REVENUE OVER EXPENDITURES - YTD	(4,431.58)	
		<hr/>	
	TOTAL FUND EQUITY		(44,180.19)
	TOTAL LIABILITIES AND EQUITY		(44,180.19)



136 North Monroe Street, Waterloo, Wisconsin 53594-1198
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**2015-2017
FIREMEN'S PARK OPERATIONS AND MANAGEMENT AGREEMENT**

June 17, 2014 Parks Commission Modifications:
Text added is underlined = Underlined text added by Parks Commission

Pursuant to a resolution of the City Council of the City of Waterloo, Jefferson County, Wisconsin passed at a regular meeting of said board, held on the 7th day of August, 2014 this indenture is made in duplicate by and between the City of Waterloo, Jefferson County, Wisconsin, a municipal corporation, hereinafter referred to as "City", and the Waterloo Fire Department – Board of Trustees, a voluntary association, hereinafter referred to a "Trustees".

WITNESSETH: In consideration of the covenants and the conditions hereinafter mentioned, the City hereby gives and grants the operation and management of a certain tract of real estate situated in the said City of Waterloo, known as Firemen's Park, to the said Trustees for the period, commencing on the 1st day of January, 2015 and ending at midnight on the 31st day of December 2017. The said Trustees shall operate and manage the same for the benefit of the public.

Operation and management shall include, but is not limited to, authority over all grounds and buildings located within Firemen's Park, responsible for ensuring that daily maintenance is carried out, renting and scheduling of all facilities, ensuring that the property doesn't fall into a state of disrepair and if major repairs are need that they are reported to the City in a timely fashion.

The Trustees shall have and receive, for the use of improvements or maintenance of Firemen's Park, all revenues which are derived from the operation and management of said Firemen's Park during the term of this indenture, and in compliance with the covenants and conditions hereof.

The City shall appropriate sums as designated in the annually approved municipal budget for the use of the Trustees, which are to be used for park management, operations and capital expenditures.

Park operation and management costs shall include, but not limited to, such items as: salaries and wages, social security taxes, lawn mower gas and oil, lawn mower repairs, trailer, leaf blower, and mulching equipment repairs, repair of the equipment, supplies for lawn care, and paint and labor.

The Trustees shall, during the term of this indenture, present to and file with the City Clerk/Treasurer a monthly written report of their operation and management showing the gross receipts, and disbursements and balance on hand for the period covered by the report.

Additionally the Trustees shall submit to the Council after the end of each calendar year an annual financial report. The Trustees shall also present to the City Clerk/Treasurer and keep current a written set of park operation policies and procedures. The Trustees will bring the written set of park operation policies and procedures before the Council at the time of each renewal of this agreement for review by the Council.

Agreement Termination Clause: Each party may terminate this agreement by providing a 90 day written notice to the other party. A notice under this agreement by either party to the other party shall be sufficiently given or delivered if it is mailed or delivered personally and:

In the case of the City:

City Clerk's Office
136 North Monroe Street
Waterloo, WI 53594

In the case of the Trustees:

Chris Abell, Trustee President
Post Office Box 301
Reeseville, WI 53579

With a copy to:

Craig Strobel, Trustee Vice President
300 Riverside Drive
Waterloo, WI 53594

IN WITNESS WHEREOF, the City of Waterloo has caused this agreement to be signed by Robert Thompson, its Mayor and Morton J. Hansen, its Clerk/Treasurer, and the Trustees of the Waterloo Fire Department. Trustees have caused this agreement to be signed by Chris Abell, its President, Craig Strobel, its Vice President and Karen Thompson, its Treasurer, at Waterloo, Wisconsin this 7th day of August 2014.

CITY OF WATERLOO

By: _____
Robert Thompson, Mayor

By: _____
Morton J. Hansen, Clerk/Treasurer

DEERFIELD

Well, let me give this a shot.

To the best of my knowledge, Village has no part of any official recreation activity in Deerfield. They maintain the parks via our Parks Department but that consists of cutting grass and perhaps spraying weeds once or twice on the two fields we have at the Community Park. At beginning of year, they might do a spike for us but that is a bit iffy.

So, most youth sports are coordinated and run via DCC. This includes youth soccer (thru grade 4), basketball (4K-8th), baseball (tee ball-6th grade), tackle football (5th-8th grade), youth karate.

Softball is run through another organization here in Deerfield. This starts with U8 and goes thru u14.

Teener baseball run through group associated with former baseball coach here in Deerfield. He just left, this is up in the air and DCC will be trying to have a part in this going forward.

Adult softball organized by a different group here in town.

Some misc. adult offerings are done by a group called Bridges that is affiliated with the school district and is funded in part by FUND 80 charges. This would include some of the weight room activities at the school, some yoga or jazzercise classes and things like that.

Does that help, what else might you need.

Tom

LAKE MILLS

LEASE AGREEMENT

This indenture of lease, made and entered into this ____ day of _____, 2011, by and between the City of Lake Mills, a municipal corporation, hereinafter referred to as "Lessor" and Hering enterprises, L.L.C., hereinafter referred to as "Lessee".

WITNESSETH:

1. Description. The Lessor, for and in consideration of the rent payments hereinafter provided and the covenants and agreements hereinafter contained, hereby demises, lets and leases unto the Lessee the following described premises: See Exhibit "A", which is appended hereto and incorporated herein by reference.
2. Parking Facilities. During the term of this lease, Lessor shall allow patrons of the premises leased by Lessee to park free of charge on the public parking lot located between the leased premises and Sandy Beach Road. Lessor shall maintain said parking lot, including snow removal. Patrons of the leased premises shall have the right of ingress and egress to said premises from the parking lot. Lessee may designate up to eight (8) parking spaces as patron parking. These spaces are identified in Exhibit "B", which is appended hereto and incorporated herein by reference. Employees of Lessee may not park inside the park facilities in any space that is not part of the paved parking lot.
3. Commencement, Length of Term and Rent. The lease of the above-described premises shall be for a term of five (5) years commencing May 1, 2011, and terminating April 30, 2016.

The Lessee shall pay to the Lessor, as and for rent the sum of twenty-three thousand six hundred dollars (\$23,600) in 2011; twenty-four thousand five hundred dollars (\$24,500) in 2012; twenty-five thousand five hundred fifty dollars (\$25,500) in 2013; twenty-six thousand five hundred fifty dollars (\$26,500) in 2014; and twenty-seven thousand six hundred dollars (\$27,600) in 2015.

Rent shall be paid at the offices of the City of Lake Mills, located at 200 D Water Street, Lake Mills, Wisconsin, or such place as Lessor may later designate in writing. All rents are due in equal quarterly installments on the first day of June, July, August and September of each year throughout the lease term.
4. Exterior Grounds. The Lessor agrees to keep the grounds around the leased premises clean at its expense, and Lessee agrees to conduct goose abatement operations on the

- beach area in the park as part of the responsibilities of the Lessee. The abatement shall occur as needed, based on conditions of the goose population on site.
5. Use of Premises. The premises leased herein shall be used by Lessee for purposes of conducting a restaurant business with a bar enterprise, concession sales (including the sale of bait, and as set forth in paragraph 7e), and boat rental operation, and for no other purpose without the written consent of the Lessor. The Lessee may conduct business from the restaurant and concession area from April 1 through October 31 of each year during the term of this lease. The Lessor shall have the right to inspect the premises at all reasonable times. Lessee may not install or maintain vending machines in the exterior areas of either the restaurant or boathouse/concession stand. If Lessee seeks to conduct business between November 1 and March 31, Lessee must request and receive prior written permission from Lessor, and additional winterizing of the premises shall be Lessee's sole responsibility, and the cost of any and all damages resulting from Lessee's use of the premises at any time between November 1 and March 31 shall be the responsibility of the Lessee. If any business is authorized on the leased premises between November 1 and March 31, Lessor reserves the right to receive additional rent in its written authorization(s) to Lessee to conduct business during the period(s) authorized.
6. Duties of Lessor. If and while the Lessee shall and does perform each and all of the covenants herein agreed to be performed by the Lessee, the Lessor shall and does hereby warrant and defend the Lessee in the enjoyment and peaceful possession of said premises during the term of this lease. Lessor is responsible for the payment of any real estate taxes.
7. Obligations of Lessee.
 - a. Heat and Utilities: It is further understood and agreed that the Lessee shall pay and be responsible for any and all heat, light, telephone, cable television, water, sanitary sewer, refuse removal, and other services used by him during the term of the written lease, which are incidental to the occupancy of said premises. It is expressly agreed between the parties that Lessee shall be responsible for winterizing the building to prevent freezing of pipes by no later than October 31 of each year throughout the term of this lease. Turning off all water to the premises and blowing out the pipes shall be included in the annual winterizing of the building. In the event pipes or other plumbing become damaged as a result of

failing to properly winterize the premises, repairs of any and all such damage to the premises shall be the responsibility of the Lessee.

- b. Taxes: Lessee shall pay the personal property taxes for his personal property on the premises.
- c. Insurance: During the entire term of this lease agreement, Lessee, at its sole cost and expense, shall secure and keep in force a year-round policy or policies of liability insurance from one or more insurance companies authorized to do business in the State of Wisconsin, which policy or policies shall insure liability due to injury and legal liability of persons or property upon the premises. The amount of said insurance shall be a minimum \$1,000,000 with the Lessor named as an additional insured. Such policy or policies shall set forth the interest of Lessor, and Lessee shall furnish Lessor with a copy or copies of such insurance policy or policies promptly after receipt by Lessee. Should Lessee fail to obtain such insurance policy or policies or fail to furnish Lessor with a copy of copies thereof within twenty (20) days after written notice therefore, Lessor may obtain the same and have the premiums thereof as additional rent in the next succeeding rent payable by the Lessee.
- d. Indemnification: Lessee agrees to indemnify and save the Lessor harmless from and against any and all claims, damages, costs and expenses, including reasonable attorney's fees arising out of the conduct or management of the business of Lessee on the premises. Lessor agrees to indemnify and save Lessee harmless from and against any and all claims, damages, costs and expenses, including reasonable attorney's fees arising out of the conduct or management of Sandy Beach park in all such areas, excepting the leased premises. Lessor shall not be liable, and Lessee waives all claims for injury or for damage to Lessee's business or personal property sustained by Lessee, its employees or agents, resulting from any negligence in or about the buildings or the premises.
- e. Concession/Boat Rental Operations: Lessee may operate concession functions at Sandy Beach exclusively from the boathouse concession stand. Lessee may offer for resale fishing bait (including live minnows or other bait requiring water tanks or aquariums, installed and maintained by Lessee), soft drinks, and pre-packaged snack food items. Lessee may offer rentals of boats, outboard marine motors, and associated boating accessories at prices established by Lessee.

The sale or resale of alcoholic beverages shall be prohibited at the boat house/concession stand location.

The Lessor retains ownership of the boat house/concession facility and the Lessor retains responsibility for maintenance and repairs to the boathouse, provided such repair or maintenance is not the result of willful or negligent actions of Lessee, Lessee's employees, agents or invitees. Notwithstanding the foregoing, any maintenance or repairs to any fixtures in the boat house/concession stand shall be the responsibility of the Lessee. Lessee shall obtain and maintain any and all boats, motors, oars, and life jackets. Lessee shall present a complete listing of all watercraft that Lessee has available for renting to the public. The number and types of watercraft to be rented to the public and/or stored on site shall be approved by Lessee before they may be offered for rent or kept on the leased premises.

Lessee shall operate the boathouse/concession stand during each season. Lessee may vary the days and times of operation at its discretion and shall enjoy the exclusive means for providing said amenities to the public at said location, provided the provision of amenities reasonably anticipates the needs of the public. If Lessee opts not to provide sales and rentals at the boathouse/concession stand as agreed herein, then Lessee agrees to relinquish control of the boathouse/concession stand and shall not interfere with Lessor's right to provide said amenities by any other method Lessor deems appropriate.

- f. Marine Fueling Facilities: Lessee may offer for sale marine fuels provided Lessee obtains and keeps in force insurance to cover losses or damages resulting from its operation of any fueling facilities. Said insurance shall cover losses incurred as a result of environmental contamination or personal injury or property damage, and shall name Lessor as an additional insured. Liability limits of said policy shall not be less than \$3,000,000 (three million dollars). Lessee agrees to adequately train and supervise personnel in the operation of the fueling facilities; Lessee agrees to follow all state statutes and administrative rules relating to the operation of fueling facilities; Lessee shall conduct reasonably sufficient inspections of the fueling facilities, including but not limited to the tank, hose and nozzle and shall report immediately any concerns regarding the same to the City Manager; Lessee agrees to provide on site a spill kit and to instruct

personnel on its proper use in the event of a spill or discharge of fuel; and Lessee agrees to not permit any fueling after dark.

- g. Lessee agrees to provide off-site storage for any and all boating equipment during the period between October 15 and May 1, and Lessee further agrees that any docking, mooring, or parking of boats or trailers shall occur only at the location provided by Lessor or at any fence parking area previously agreed upon between the parties at the commencement of each boating season. Lessee further agrees that at no time may Lessee permit boats or trailers under its control to be parked, docked, or moored in waters not exclusively designated by Lessor as being for boat rentals or in any portion of the parking lot or on the beach, or within the park, unless so authorized in writing by Lessor.
- h. Surrender of Possession on Termination of Lease: Lessee, upon termination of this lease in any manner, will surrender to Lessor possession of the leased premises in good condition and repair, ordinary wear and tear excepted, and will deliver up the keys to the Lessor.
8. Liens. Lessee shall promptly pay for any work properly done in or about the premises contracted by him, and will not permit or suffer any lien to attach to the premises as a result thereof. Lessee shall promptly cause any claim for any such lien to be released, and shall secure the Lessor to his satisfaction in the event the Lessee desires to contest any such claim.
9. Worker's Compensation Insurance. Lessee shall maintain worker's compensation insurance in conformity with statutory requirements of the State of Wisconsin.
10. Termination on Bankruptcy. If the Lessee shall be adjudged bankrupt, or if judgment is rendered against the Lessee in such an amount as to render Lessee insolvent and incapable of meeting the obligations hereunder and such judgment or order is not appealed from, or if the Lessee shall make an assignment for the benefit of creditors or receiver shall be appointed for him by a court of competent jurisdiction and said order appointing receiver is not appealed from by the Lessee, this lease shall immediately terminate, and the Lessor shall have the right to recover the premises, provided, however, in any of such events if Lessee is not in default under the terms of this lease, the Lessor may not terminate this lease, and may not recover the premises.
11. Signs. With the exception of Lessee's existing sign at the entrance to the parking lot, Lessee shall not erect outdoor signs for any purpose, without the consent of the Lessor. The Lessor agrees to the placement of an "open" sign at a location to be approved by

the Lessor. The Lessor shall be responsible for marking the eight "Patron Only" parking spaces adjacent to the restaurant building.

12. Access by Patrons of Restaurant Facility to Park Area. Lessee shall endeavor to prevent patrons of the restaurant facility who have not paid for access to the park area from gaining entrance to said park area through the restaurant facility. Lessee shall endeavor to prevent patrons of the restaurant facility from leaving the restaurant and deck with any alcoholic beverages, other than package goods. Lessee shall refrain from selling items in glass bottles, and shall endeavor to prevent patrons from taking any glasses of any kind into the park upon leaving the restaurant facility. The parties both agree that if patron access to the park through the restaurant for the purpose of avoiding the entrance fee to the park, or if patron access to the park from the restaurant with alcoholic beverages or glass is deemed by the Lessor to be a substantial occurrence, Lessor reserves the right to enclose the deck area so that access to the park from the restaurant may no longer occur from the deck.
13. Cleanliness, Maintenance and Repair. The Lessee shall be responsible for the interior and exterior premises cleanliness during the term of this lease and for any decorating, painting or floor coverings in the interior of the premises. Notwithstanding anything contained herein to the contrary, the Lessor retains the obligation to maintain and repair the exterior of the premises under the terms of this paragraph. The Lessor agrees to repair and maintain the structural interior of the premises, provided such maintenance is not made necessary by the negligent use or neglect by Lessee, its employees, agents, patrons or invitees, and provided such maintenance is not made necessary by the routine use of the premises for the preparation and serving of food and beverages. Such repairs and maintenance, including but not limited to, interior decorating, cleaning, painting and carpeting; and the proper maintenance of grills, exhaust hoods, grease traps, refrigerators, sinks, tanks, coolers, and freezers are deemed essential parts of Lessee's business operations and maintenance and repair or replacement of same are the responsibility of the Lessee. In the event cleaning, maintenance or repairs are not undertaken by Lessee to the premises and said repairs, maintenance or cleanliness are deemed necessary by Lessor for the aesthetic or structural integrity of the premises or for the safety of persons on the premises, the Lessor shall provide Lessee ten (10) days written notice, and if said cleaning, repair or maintenance are not completed, Lessor may undertake the same and deduct the costs thereof from a bond or letter of credit on file with the City, or Lessee may be found in default of the lease terms. The Lessee

agrees to provide a fifteen thousand dollar (\$15,000) bond or letter of credit for the purpose of guaranteeing the faithful performance of maintenance and repair of the premises to the extent that Lessee is obligated hereunder.

14. General Provisions.

- a. Destruction of Premises: In the event the restaurant facility sustains damage of greater than twenty-five percent (25%) by fire or other casualty, the Lessor may, at its option, terminate this lease, or it may repair the restaurant building situated on said premises and the rent shall abate proportionately between the time of such destruction and the time the building is repaired; and in the event of a partial destruction of twenty-five percent (25%) or less of said restaurant facility by fire or other casualty, the Lessor shall rebuild or repair said premises, and in such case the lease term shall proportionately increase during the time between such partial destruction and the repair or rebuilding thereof; provided, that in the events aforesaid the options allowed to the Lessor shall be exercised within thirty (30) days after the event giving rise thereto. In the event that Lessor fails to exercise said options within thirty (30) days this lease shall terminate. In the event the concession boat rental facility sustains damage by fire or other casualty, the Lessor may, at its option, terminate that portion of this lease affected by such termination and the rent shall proportionately abate during the remainder of the lease term, or the Lessor may rebuild, restore, and repair said facility, and the rent shall proportionately abate during the time between such damage to the facility and the repair, rebuild, or restoration of the same.
- b. Lessee's Right to Remove Fixtures: The Lessee shall have the right to remove from the demised premises all fixtures installed and paid for in total by Lessee, provided said fixtures have not been installed under previous lease agreements between Lessor and Lessee. All fixtures for which Lessee retains a right to remove may be removed at the date of the termination of this lease or any extension or renewal thereof, and Lessee shall restore and repair any damage to the demised premises caused by the removal of such fixtures.
- c. Unlawful Use of Premises: The Lessee shall keep and use the premises as a restaurant, bar, concession sale stand, and boat rental facility and for no other lawful or unlawful purposes whatsoever. Lessee shall conform to all applicable federal, state and city codes, statutes, and ordinances.

- d. Assignment of Lease: This lease shall not be assignable nor any part of the premises sublet by the Lessee without the written consent of the Lessor. The Lessee may delegate the operation of the concession stand to another legal entity that is owned in total by the Lessee, but Lessee shall continue to assume all responsibility and obligations to Lessor under the terms of this lease.
- e. Lessor's Remedies: If the Lessee defaults in any payment of rent, and such default continues for ten (10) days after Lessor's written notice thereof to Lessee, or if Lessee defaults in the prompt and full performance of any other provisions of this lease, the Lessor, at its option, may provide Lessee ten (10) days written notice of said default and then Lessor may charge against the bond(s) or letter(s) of credit for performing said obligations on behalf of Lessee, e.g., the improvements, maintenance, repair or clean-up around the buildings, etc. Instead of or in addition to the aforesaid method for curing defaults in the performance of obligations under the lease, the Lessor may terminate this lease and Lessee's right to possession of the leased premises, and the Lessor may bring an action to recover possession of the premises and may seek damages, including any costs or disbursements and actual attorneys' fees.
- f. Parties Bound: Each provision hereof shall extend to and shall, as the case might require, bind and inure to the benefit of the Lessor and Lessee and their respective heirs, legal representatives, successors and assigns; provided that this lease shall not inure to the benefit of any assignee, transferee or successor of the Lessee except upon the written consent of the Lessor.
- g. Notice: Any notice required or permitted under this lease shall be deemed sufficiently given or served if sent by registered mail to Lessee at his home address, which is N3803 West Cedar, Cambridge, Wisconsin 53523, and to Lessor at its city office located at 200 D Water Street, Lake Mills, Wisconsin, or such other places as Lessor or Lessee may later designate in writing. Notice given in accordance with these provisions shall be deemed received when mailed.
- h. Miscellaneous: No waiver of any default by Lessee hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. One or more waivers of any covenant, term or

condition of this lease by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions. The heading of the several paragraphs contained herein are for convenience only and do not define, limit or construe the contents of such articles. The necessary grammatical changes required to make the provisions apply to individuals, singular or plural, males or females, corporation or partnerships, shall be in each case assumed as though in each case expressed.

- i. Default of Either Party: If either party hereto should be in default under any provisions of this lease (except in the payment of rent as aforesaid) prior to exercising any option arising upon such default, the defaulting party shall have ten (10) days in which to remedy such default; provided, however, that if any such default cannot be remedied by the defaulting party with reasonable diligence within said time period, the defaulting party may, by written agreement of both parties, have such additional time as may, under the circumstances, be reasonably necessary to remedy such default; provided, further, that this option shall not apply to the payment of any rent to the Lessor.
- j. Liquor License: Lessor agrees to issue a Class "B" Combination Liquor License for the restaurant, bar and deck area only, to Hering Enterprises, L.L.C., provided it continues to meet all eligibility requirements. The Lessee agrees that, upon the termination or assignment of this lease for any reason, the liquor license will be surrendered to the City of Lake Mills. In the case of an approved assignment, the Lessor agrees to issue said license to successor or assignee if successor or assignee meets all eligibility requirements.
- k. This agreement may be amended in writing at any time by consent of both parties.

HERING ENTERPRISES L.L.C. (LESSEE)

CITY OF LAKE MILLS (LESSOR)

Jonathan A. Hering, Member

Steven Wilke, City Manager

And:

Sarah Hering, Member

Attest:

James E. Heilman, City Clerk-Treasurer

TO: PARK COMMISSION
FROM: CLERK/TREASURER
SUBJECT: 720 WEST MADISON STREET: CONSIDERING PHASE 2 PLANNING STEPS
DATE: JULY 15, 2014

720 WEST MADISON STREET: CONSIDERING PHASE 2 PLANNING

The purpose of this memo is to provide a starting point for the Park Commission to consider planning steps for 720 West Madison Street.

BACKGROUND:

Why does the City own this site? It is the flood plain, was not a viable redevelopment location and non-tax levy funding was available to acquire it with the condition that it serve as parkland not adversely affecting the floodplain area. This 1.7 acre site was purchased and the buildings razed using 2008 flood remediation dollars provided by the state and federal governments. The former pickle factor was a dilapidated and blighted.

What has taken place at part of Phase 1? Acquisition, building removal along with soil and groundwater monitoring.

At the time of demolition a 1,000-gallon underground diesel fuel tank was discovered and removed. Follow-up soil and groundwater monitoring was carried out using state PECFA funds (for petroleum compounds) and funds from City of Waterloo Tax Incremental District No. 1 (for non-petroleum chemical compounds). At this time, a municipal consultant is moving towards a two part closure request with the Department of Natural Resources covering: (1) petroleum; and (2) non-petroleum identified chemicals. In 2014 a small amount of soil will be removed from the site as a final remediation action. McKay Nursery in coordination with the Public Works Department has seeded the area with a low-maintenance mixture of grasses and flowering plants as an interim step in maintaining the parcel.

CONSIDERATIONS:

1. Concepts & Discussions to Date
 - a. McKay Nursery site rendering (2012)
 - b. Alderperson Springer's concept idea: 4- corners veterans memorial updated and relocated to site
 - c. Commissioner John Joyce concept idea: Incorporate vehicle drive through into memorial concept
 - d. The May 2014 UW-Milwaukee Report identified use of the area as part of Kayak Park.
2. Goals and Objectives (from 2011 Comprehensive Outdoor Recreation Plan, 4 of the 15 listed goals)
 - a. Ensure that parklands are designed to meet the special needs of all residents.
 - b. Adequately fund parkland maintenance.
 - c. Reduce general city maintenance of parkland and green space.
 - d. Promote resident support and involvement in the development, improvement and maintenance of the City's parks and open spaces.
3. Identifying the Uses For This Special Use Park. Special use parks satisfy a demand for a particular sport, recreational activity or special event. They commonly require facility programming that is based on community needs and may include:
 - a. Bandstand/Amphitheater
 - b. Memorial features

- c. Water play park
 - d. Festival/swap meet/farmers market
 - e. Skateboard/in-line hockey park
 - f. Recreation programs and classes
4. Process (from 2011 Comprehensive Outdoor Recreation Plan)
- a. Understand the assets and constraints of the site.
 - b. Developing design alternatives.
 - c. Encourage public participation followed by a final Park Commission recommendation to the City Council
5. Funding
- a. A budget should be forwarded to, and adopted by, the Council as part of the annual Capital Improvement Plan.
 - b. Sources: tax levy, private donations, state and federal grants.
 - c. A capital budget should include estimates for future non-capital recurring operational and maintenance expenses.
6. Timeline Considerations
- a. The Wisconsin DOT is in the midst of planning for the 2018 reconstruction of STH 19 with a 60% design completion date scheduled for December 1, 2014. They are interested in park concept planning as it relates to the road reconstruction. As required by DOT, sidewalk along the roadway is included in the plan. I have a request to Matt Lamb at DOT for the degree of design flexibility we have in terms of sidewalk placement.