

**MEETING NOTICE:
PARK BOARD FOR VILLAGE OF WINNECONNE**

Agenda For:

Tuesday, December 6, 2016 @ 4:30 p.m. at Village Hall, Annex Location, to consider;

Call to Order
Public Participation
Communication
Approve Minutes from November 1, 2016 meeting
Operations Progress:
 Grounds Update – DPW Ruetten

Old Business

Watercraft Rentals – (Tabled until Fall Bring forward for Spring)
Marble Park Trail Extension:
Michael Sommers – Marble Park Basket Ball Court
 - Discussion
 - Update
Sovereign State Park Use Agreement
 - Discussion
 - Recommendation

New Business

Set next meeting date and adjourn

Kirk Ruetten
Public Works Director

Pursuant to WI State Statute 985.02(1)(b); notice is hereby given that Village Board Members may also be present at this meeting for informational purposes.

PARK BOARD MEETING MINUTES

TUESDAY, November 1, 2016 @ 4:30p.m. at Village Hall, Annex Location, to consider;
Board Members Present:

- | | |
|-----------------------|--------------------------------|
| 1. <u>Doug Falk</u> | 2. <u>Jeanne Lehr</u> |
| 3. <u>Lani Stanek</u> | 4. <u>Andy Beiser (Absent)</u> |
| 5. <u>Dave Reetz</u> | 6. _____ |

Others Present:

- | | |
|----------------------------|----------|
| 1. <u>Kirk Ruetten DPW</u> | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | |

Call to Order: 4:30 p.m. by Falk

Public Participation
None

Communication:

- We had a meeting with Jeff Behm an archaeologist at the University of Wisconsin-Oshkosh. I am interested in investigating an archaeological site in the Lake Winneconne Park on the west bank of the Wolf River. I would like to place a small excavation, no more than 4m x 4m, in the park, in the area near the shelter and toward the river bank. Ideally, I would like to excavate during our 3-week-long Spring Interim (Middle of May through early June) of 2017.

Approve Minutes from Oct 04, 2016 meeting

Motion By: Lehr

Seconded By: Reetz Approved 4 / 0

Operations Progress: Given By DPW Ruetten

- See Attached Report

Old Business

Watercraft Rentals – (Tabled until Fall Bring forward for Spring)
Asked DWP and Administrator to look at new pricing for Spring

Marble Park Trail Extension:

Tabled
Stanek mentioned that decisions are usually made around November 8th-10th

More to follow in December

Michael Sommers – Marble Park Basket Ball Court

- Discussion – Reetz talked with Sommers wife, who said he has been busy but he is still committed to the project
He has talked with the Winneconne Community Foundation to hold money while fund raising
- Update - Tabled

Budget Discussion

Board has no issues with budget

YMCA Agreement Proposal

- Discussion – DPW reviewed changes from 2016 contract
 - Some questions raised about softball
- Recommendation – Motion by Lehr, Seconded by Stanek to recommend approving the YMCA proposal, to the Village Board. Carried by voice vote 4/0

Sovereign State Park Use Agreement

- Discussion – DPW Reviewed updates from last meeting.
- Recommendation – Falk recommended tabling until we hear from the SSD Board with any changes or recommendations if any.
Tabled until further notice.

New Business

Comprehensive Parks & Rec Plan

- Discussion – DPW reviewed and discussed benefits of having a CORP and what the Village is losing be not having one.
- Recommendation – Recommended that the DPW and Administrator move forward with discussions and bring back pricing and possible presentation to see what is offered.

Set next meeting date and adjourn Next Meeting was set for; December 06 at 4:30 P.M.

Motion to adjourn by Lehr / Seconded by Stanek Approved 4 / 0

Minutes Taken By; Kirk Ruetten PWD

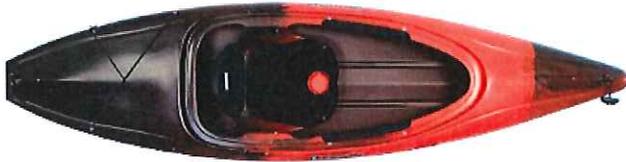
Perception Wave Kayak

☆☆☆☆☆ Write a review

[Share](#)

\$399.99

Product(s) only available in select stores - not online. Please check In-Store availability below.



Perception Wave Kayak

Style: 646026-9330745111

A recreational kayak that makes paddling fun and easy, the Perception Sports Wave is perfect whether you're heading down river or hitting the lakes. The Wave offers large capacity for heavier loads without causing cumbersome storage and transport.

- Wave 10 Features:
- Initial Stability: High
 - Secondary Stability: Medium
 - Speed/Glide: Low
 - Tracking: Low
 - Maneuverability: High
 - Comfort Outfitting: Low
 - Length: 10'
 - Width: 29.5"
 - Max Capacity: 275 lbs.
 - Available in Blue/Lime and Red/Black

Town Saranac 146 Canoe

\$699.99 Product(s) only available in select stores - not online.

Please check In-Store availability below.

Style: 2594-01-2800-7643

The Saranac 146 canoe packs in a ton of features at a great price. The Saranac 146 features rod holders, storage options and storage trays as well as two contoured seats with comfortable seat backs and a center bench seat (perfect for smaller passengers). From bow to stern the Saranac 146 provides versatility while delivering on fun. A great option for families, anglers or casual canoeists looking for a recreational canoe that performs well on the water. Features a comfortable set of contoured seats that includes padded seating, a cup holder and an adjustable seat back. Also includes molded-in cleats and strap eyes for an anchor system in addition to the molded in flush mount.

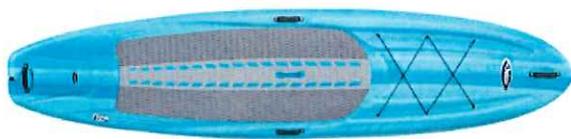
- Features:
- Comfortable contoured seats
 - Center bench seat with storage compartments
 - 6" hatch (center)
 - Molded-in rod holders (bow seat and center)

- Comfortable molded-in carrying handles (bow and stern) include molded-in flush mounts for rod holder or anchor system
- Molded-in storage trays
- Molded-in paddle rests (bow and stern)
- Molded-in cup holders (bow, center and stern)
- Flat Bottom Hull - Flat bottom canoes offer great initial stability. They tend to feel very secure on calm water but become slightly less comfortable as the waves get larger or as you lean to one side. Flat bottom canoes are great for the sportsmen and general weekend warrior looking for a solid platform.
- Straight Sides - Straight-sided canoes are a compromise between flared sides (increased secondary stability) and tumblehome sides (narrower beam at deck for easier reach to water). Straight sides are a great option for most recreational users.
- Moderate Rocker - From a side view the canoe has only a slight banana shape while sitting on a hard surface. Moderate rocker in a canoe means it will turn easily on the water but can also track well for short to longer distance paddling.

Specs: •Material: Thermoformed Polyethylene

- Length: 14' 6" / 4.4 m
- Width: 36" / 91.4 cm
- Width at 4" Waterline: 34.75" / 88.3 cm
- Bow Height: 18" / 45.7 cm
- Depth: 13.25" / 33.7 cm
- Weight: 79 lbs / 35.8 kg
- Max Load Range: 700-750 lbs / 317.5-340.2 kg

Stand-up Paddle Board



Pelican Flow 116 Paddleboard

Style: 776324-FAF11P204

This easy-to-paddle flat-water and light surf SUP is designed for superior stability. Damage-resistant Ram-X™ construction offers exceptional durability, so you don't need to worry about damage from rocks and other hazards. Equipped with a bow bungee cord, this versatile board is the perfect board for touring and exploring local waterways.

Pelican Flow 116 Paddleboard

☆☆☆☆☆ Write a review

[Share](#)

\$499.99

Product(s) only available in select stores - not online. Please check In-Store availability below.

Features:

- 5" single flexible rubber fin
- Anti-slip cushioned deck pad for secure footing
- Carrying handles
- Drain plug
- Elastic bungee cords
- Inset center carrying handle
- Integrated rail ramps for additional leverage and better balance

Specs:

- LENGTH: 11'6" - 335 CM
- BEAM: 31.5" - 80 CM
- WEIGHT: 55 LB - 25 KG
- MAX. CAPACITY: 260 LB - 118 KG
- HULL MATERIAL: RAM-X™
- HEIGHT: 6" - 15 CM
- VOLUME: 269 LITERS

PARK USE AGREEMENT BETWEEN THE VILLAGE OF WINNECONNE AND SOVEREIGN STATE DAYS OF WINNECONNE INC.

An agreement between the Village of Winneconne, WI and the Sovereign State Days of Winneconne, Inc. Incorporated (SSD) a non-profit organization, for the use of an area of land in Arthur Marble Park, Waterfront Park, and their facilities so that SSD can carry out its annual Sovereign State Days celebration for the community.

ARTICLE I – BACKGROUND

1. The Village of Winneconne (The Village) owns Arthur Marble Park (Marble Park), a park approximately 43.5-acre parcel park located on the west side edge of the Village. Marble Park is home to a four-acre swimming pond, four (4) baseball/softball fields (the “Ball Fields”), basketball courts, archery range and toddler/youth playground equipment. Two shelters are available to rent for private use (the “Shelter Facilities”), with the Large Shelter having access to the concession stand. The channel through Marble Park is a favorite fishing location and is bounded on two sides by an improved walking path, which is handicap accessible and has handicap fishing spots.
2. The Village also owns Waterfront Park (Waterfront), a park approximately 1-acre parcel located along the west side of the Wolf River in downtown Winneconne. There is one multi-use shelter on the property consisting of a performance stage, storage room, and a concession area. The property also has a public boat dock area with access from the Wolf River.
3. The Village has had a long standing informal agreement with the SSD to provide the use of Marble Park and Waterfront Park, along with the use of a portion of the Waterfront Shelter for annual storage of items used during the SSD Celebration, for their annual Sovereign State Days celebration. The Village and SSD have also had a long standing informal agreement for SSD to use a portion of the Waterfront Shelter for storage of items used during the SSD Celebration. Based on these informal agreements, SSD has conducted the event on Village property and within the street right-of-way for little cost. The general public has enjoyed use of the park facilities when they have not been in use for the SSD program.
4. The Village and SSD have now determined that it is in their mutual best interest to formalize their relationship in regard to the use and maintenance of Marble Park and Waterfront through the preparation and execution of a written agreement.

ARTICLE II – PURPOSE OF AGREEMENT

The purpose of this agreement is to:

1. Provide the terms and conditions under which the SSD can continue to use both Marble Park and Waterfront Park for the annual celebration as well as for annual-year-round storage in Waterfront Shelter for their celebration equipment of their staff or board event items.
2. Define operational and maintenance responsibilities.

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3. Identify responsibility for costs.
4. Identify a process to provide for improvements and upgrades.

ARTICLE III – DURATION OF AGREEMENT

1. This Agreement shall extend for a term of five (5) years from the date the Agreement is executed by the Parties and shall allow for renewal of this Agreement after said date with approval of both Parties.
2. Prior to the expiration of this Agreement, SSD may apply to the Village for a renewal or extension. The renewal or extension will be granted only upon the written consent of the Parties; which extension agreement must be executed prior to the expiration of the previous period.
3. The Agreement shall be considered null and void if the Agreement is not renewed after the life of the Agreement.

ARTICLE IV – EFFECTIVE DATE OF AGREEMENT

1. This Agreement shall become effective on the date first appearing below.

ARTICLE V – PERMITTED USES

SSD use of Marble Park and Waterfront Park is allowed under the following conditions:

1. The entire Marble Park and Waterfront Park, will be turned over to the SSD beginning the Monday before the event through the Monday after the event, for the duration of the event except for the Pool area and the Historical Museum area of Marble Park. SSD shall not use or permit the use of the Pool and Museum Facilities to be used for any purpose without prior written approval of the Village of Winneconne. SSD is authorized to establish and collect reasonable fees and or donations from tournament teams and other event participants to offset their operating costs.
2. On or about May of each year, SSD will provide any changes from the previous year's event, along with the planned schedule of events and dates, to the Village of Winneconne Director of Public Works. The Village of Winneconne Director of Public Works retains the right to make adjustments in Parks use based upon the information provided, in order to facilitate Park schedules, maintenance and repairs.

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ARTICLE VI – PERIOD OF USE DURING THE WEEK OF THE EVENT AND YEAR-ROUND STORAGE

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1. Use of the two parks are limited to the week of the scheduled Summer Sovereign State Days celebration dates and times described or established above. If there are other events scheduled in the parks on the Monday through Thursday before the event begins on Friday, SSD shall not disturb such events and will work around any scheduled use of the Parks. All use must be concluded by end of the day on September 1st Monday after the event, and any SSD use beyond that date must be requested and approved in writing by the Village of Winneconne Park Board. Approval of such request will not be unreasonably withheld. SSD shall not be responsible for maintenance and repair of the parks following the conclusion of the Period of Use.
2. SSD shall have the exclusive right to use the storage room in the Waterfront Shelter for year-round storage of its equipment and other items needed for the event. The Village and SSD shall both use reasonable care to be sure the facility is secure, but SSD shall hold the Village harmless

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for any theft or damage to SSD's items that are in storage. SSD uses the storage at its own risk and shall obtain insurance for its items at its discretion. SSD shall keep the storage area well organized and clean to assure access by the Village for repairs and/or maintenance.

ARTICLE VII – USE BY OTHERS

1. The Village of Winneconne retains the right to allow and approve Marble Park, Waterfront Park, Ball Fields, Shelter Facilities Equipment, and Grounds use by others during the times when SSD is not scheduled to use the any of the facilities as noted above.

ARTICLE VIII – PROPERTY

1. At the time of this Agreement, SSD does not own the Ball Fields, Shelter Facilities, Equipment or any improvements there to, including, without limitation, any materials, buildings, fences, backstops or other fixtures, improvements or real estate located in Marble Park or Waterfront Park. ~~All ownership rights to such items belong to the Village of Winneconne. In the event this ownership changes, any property listed and approved by the Village of Winneconne Parks Board for storage in the Waterfront Park pavilion will remain in the ownership of the SSD until the termination or expiration of this Agreement.~~ At the termination or expiration of this Agreement SSD shall have ninety (90) days to notify the Village of its intent to remove all SSD owned property. SSD shall have one (1) year following the expiration or termination of this Agreement to remove its property, as provided for in section XVI.2. Any SSD property not removed shall become the property of the Village.
2. Any improvements to or expansion of Marble Park, Waterfront Park, the Shelter Facilities, Grounds or the Equipment or any other related facilities performed by the SSD shall become the property of the Village after installation or construction is complete and the Village Board has accepted such improvement. After acceptance by the Village Board, any such improvements will be maintained by the Village.

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ARTICLE IX – IMPROVEMENTS

1. Park facility improvements, proposed by the SSD for installation or modification after the date of this Agreement, must be requested and approved by the Village Board. No improvements will be installed or provided by the SSD without the written permission of the Village Park Board or the Director of Public Works, after approval by the Village Board. This permission will be granted provided it can be shown the improvement will provide a benefit to the community and the SSD participants and will not detract from the appearance and function of the park.
2. SSD shall obtain any and all local, state or federal permits associated with the park facility improvements prior to installation.
3. Any park facility improvements made by the SSD, either voluntary or monetary, will become property of the Village as set forth above unless otherwise agreed upon prior, in writing, by the Village Park Board. Should an improvement be made without the permission of the Village, the Village has the right to direct SSD to remove the improvement within thirty (30) days at the SSD cost. If the improvement is not removed within 30 days, the Village may remove the improvement and bill SSD for all related costs and will be entitled to full payment for those removal costs.

ARTICLE X – MAINTANANCE

1. Maintenance by SSD during use of Marble Park and Waterfront Park:
 - a. Shall maintain all dirt cut out surfaces in such a manner as to keep the Ball Fields in a safe, playable condition and or return to original condition. This maintenance shall include but not be limited to, weeding, grass removal, raking, grading, removal of rocks, placement of chalk lines, installation and maintenance of nets, installation and maintenance of advertising, control of mud, and replacement of unsuitable dirt.
 - b. Shall have the right to hire a Village employeec, outside of normal work hours, at their current rate, for maintenance, during the prescribed times listed above, and use of all Village equipment related to maintenance.
 - ~~c. Shall maintain and manage the facilities in both Marble Park and Waterfront to include regular cleaning during use.~~
 - d. Shall provide litter control to Marble Park and Waterfront areas daily or as needed, during the prescribed use times and dates, and shall keep the areas free of litter.
 - e. Shall maintain the storage area in the Waterfront Park pavilion throughout the year in a way that does not prohibit access to utilities or other uses for the facility.
 - f. Shall be responsible for any and all permits for selling goods and services during the prescribed events above.
2. Maintenance by the Village:
 - a. All maintenance provided for Arthur Marble Park and Waterfront Park is in accordance with the Village Standard Operating Procedures (SOP).
 - b. The Village will supply the Field liner and field rakes and shovels for SSD maintenance.
 - c. The Village shall place requested picnic tables/benches out as outlined in the event map.
 - d. The Village shall place "No Parking" signs along the parade route in advance of the event date as outlined in the event map.
 - e. The Village shall conduct additional trash pick-up the mornings of the event.
 - f. The Village shall place desired traffic control devices along parade route and provide traffic control as requested during the annual prep meeting between Village staff and SSD.
 - g. The Village shall provide additional police efforts for traffic control as requested during the annual prep meeting between Village staff and SSD.
3. Maintenance by SSD to a higher standard than identified in Article X (2) is allowed, provided that SSD assumes all related costs resulting from the higher standard and complies with any present or future federal, state, or Village laws and policies with regard to pesticide/herbicide use, chemical applications, and energy and water consumption.

ARTICLE XI – RESPONSIBILITY FOR COSTS

1. The Village will assume the costs for services noted in Article X(2); the costs of repairing or replacing facilities owned by the Village, unless damaged by SSD; and the costs of improvements determined to solely meet the general community's interests.
2. The Village and SSD will share in the costs of improvements that are determined to have benefit between SSD participants and the general community. The installation of such improvements and the amount of the shared cost will be negotiated, based on the benefit.
3. The Village agrees to give an annual donation to SSD of at least \$1,000.00. This can be used by the SSD to offset the costs of insurance or as they see fit.

ARTICLE XII – PARKING AND TRAFFIC CONTROL

1. During the annual Sovereign State Days celebration use, SSD will ~~assign as many members of the organization as necessary~~ use its best efforts to manage and control parking to pavement areas only, and to keep fire lanes and access for emergency vehicles clear.

ARTICLE XIII – RULES, LAWS, AND ORDANANCES

1. SSD agrees to abide by and uphold the policies and ordinances of the Village of Winneconne and the laws and regulations of the State of Wisconsin, including those which regulate the operation of food and beverage serving facilities.

ARTICLE XIV – RIGHT TO ENTER

1. The Village shall have the right to enter the either park or their accompanying facilities during SSD use for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance.

ARTICLE XV – TERMINATION

1. This Agreement may be terminated by either of the Parties following the giving of ninety (90) day's written notice of the Party's intent to terminate.
2. Upon termination, for any reason, any property in the possession of the other Party, which was provided by the Village or SSD, shall be returned to said Party.
3. Failure to fulfill the terms, conditions, and obligations of this Agreement by either Party may be determined to constitute a breach of the Agreement, giving rise to termination of the Agreement after written notice of such breach and failure to cure within 30 days of such notice.

ARTICLE XVI – SCHEDULED MEETINGS

1. By April 1 of each year, the SSD President or designated officer shall meet with the Village Administrator for the purpose of reviewing and planning; identification of SSD numbers of participants and scheduled dates of events; maintenance needs; planned event locations; concerns and policies and practices to be followed.

ARTICLE XVII – LIABILITY

1. SSD shall secure and maintain commercial general liability insurance for the entire term of this agreement to cover all SSD uses of Marble Park and Waterfront Park, including, without

limitation, the Ball Fields, Shelter/Storage Facilities, Equipment and related uses. Said insurance shall be in the amount of not less than \$1 million per occurrence. The Village shall be named additional insured for said policy or policies, and a certificate of insurance so naming the Village, along with a copy of the policy binder, shall be provided to the Village within fifteen (15) days of the effective date of the policy.

2. The Village shall be provided with at least 30 days' prior notice in the event of cancellation of SSD's liability insurance coverage. Upon cancellation or termination of such insurance for any reason, SSD's use of Marble Park and Waterfront Park shall immediately cease until such insurance is reinstated and proof is shown to the Village Administrator of the same.
3. Each time this Agreement is extended or renewed, the Village reserves the right to review and adjust the minimum amount of insurance coverage required of the SSD.

ARTICLE XVIII – INTERPRETATION

1. This Agreement has been and shall be constructed as having been made and delivered in the State of Wisconsin, and it is mutually agreed and understood by both Parties that this Agreement shall be governed by the laws of the State of Wisconsin. Venue for any legal action pursuant to this Agreement shall be in the circuit courts of Winnebago County.
2. In the event that a dispute requires interpretation or enforcement of this Agreement, the prevailing party shall be entitled to receive payment for attorney's fees.

ARTICLE XIX – AMENDMENTS/MODIFICATION

1. The provisions of this Agreement may be amended only upon the mutual consent of the Parties shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.

ARTICLE XX – ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned herein. This Agreement shall replace any Park Use Permits; SSD shall not have to apply for Park Use Permits during the term of this Agreement if SSD completes its obligations under this Agreement.

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ARTICLE XXI – RATIFICATION

1. Acts taken in conformity with this Agreement prior to their effective date(s) are hereby ratified and affirmed.

ARTICLE XXII – NOTICE

1. Any notice required by this Agreement shall be considered made when delivered in writing to the following via personal delivery, certified mail, email (if any email address is provided below or facsimile (if a facsimile number is provided below):

The Village: Village of Winneconne
c/o Village Administrator
30 S. First St.
Winneconne, WI
administrator@winneconnewi.gov

SSD

Sovereign State Days of Winneconne, Inc.
c/o Board of Directors
P.O. Box 422
Winneconne WI 54986
Jordandunham58@gmail.com

IN WITNESS THEREOF, the Village of Winneconne and the SSD have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the _____ day of _____, 20_____.

Village of Winneconne

Sovereign State Days of Winneconne, Inc.

By: _____
John Rogers Village President

By: _____
President of the Board

Attest: _____
Jacquin Stelzner, Village Clerk

By: _____
Vice President of the Board