

Menasha aldermen occasionally attend meetings of this body. It is possible that a quorum of Common Council, Board of Public Works, Administration Committee, Personnel Committee may be attending this meeting. (No official action of any of those bodies will be taken).

**CITY OF MENASHA
PARKS AND RECREATION BOARD
Council Chambers, 3RD Floor City Hall
140 Main Street, Menasha**

December 9, 2013

6:00 PM

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
 - 1. [Minutes of the November 11, 2013 Parks and Recreation Board](#)
- D. PUBLIC COMMENT ON ANY MATTER RELATED TO CITY PARKS AND RECREATION
Five (5) minute time limit for each person
- E. REPORT OF DEPARTMENT HEAD/STAFF/OR CONSULTANTS
 - 1. Department Report – PRD Tungate
 - 2. Park, Pool and Vandalism Report – PS Maas
- F. DISCUSSION
 - 1. Removal of Soccer Ball Control Fence at Clovis Grove Park
 - 2. [Gilbert and New Park Update – PRD Tungate](#)
- G. ACTION ITEMS
 - 1. [Approval of 2014-2016 Harbormaster Contract](#)
 - 2. [Oak Tree Removal – Corner of Nicolet Blvd. and Park Street](#)
- H. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA
Five (5) minute time limit for each person
- I. ADJOURNMENT

Please join us after the meeting
(approximately 7:30 p.m.)
for a holiday gathering
at Stone Toad

The public, spouses or significant others are welcome.

CITY OF MENASHA
Parks and Recreation Board
1st Floor Conference Room
140 Main Street, Menasha
November 11, 2013
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order by Chr. Dick Sturm at 6:45 p.m.

B. ROLL CALL/EXCUSED ABSENCES

MEMBERS PRESENT: Chr. Dick Sturm, Lisa Hopwood, Ald. Mark Langdon, Tom Marshall, Sue Pawlowski

MEMBERS EXCUSED: Nancy Barker, Cindy Schaefer-Kemps

OTHERS PRESENT: PRD Tungate, PS Maas

C. MINTUES TO APPROVE

1. **Minutes of the October 14, 2013 Park Board Meeting**

Moved by Ald. M. Langdon, seconded by S. Pawlowski to approve the October 14, 2013 Park Board minutes. Motion carried.

D. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA

1. No one spoke.

E. REPORT OF DEPARTMENT HEADS/STAFF/ OR CONSULTANTS

1. **Department Report – PRD Tungate**

PRD Tungate reported on the successful Pumpkin Hunt held on October 22 and updated the Board on the status of sending out an RFP for the Jefferson Park/Neighborhood master plan. The goal is to get it out by the end of the month.

2. **Park, Pool and Vandalism Report – PS Maas**

PS Maas reported that tree planting has continued this fall with money obtained from the CN donation. Leaf mulching and park shut down functions have also been taking place. Flag pole ball at Curtis Reed Square was replaced with the help of Menasha Utilities staff.

G. DISCUSSION

1. **2014 Marina Project List**

Discussion was held on the outcome of staff discussion with Harbormaster Schabach regarding her suggestion list for 2104. One main area was the overall condition of several landscape areas in the marina and along the Riverwalk. Staff intends to solicit input from a local landscape company and formulate a prioritized plan for improving the look of these areas.

2. **Recap of Department Budget Session**

PRD Tungate highlighted the discussion that was held on the potential shift of the Clerk Steno II employee to the Community Development Department. PRD Tungate stated that such a move should improve the overall level of customer service the Parks and Recreation Department provides the public because this person would potentially be available to handle occasional park and recreation questions/duties if the newly hired person was ill or on vacation.

3. **Gilbert Site – Trail Location**

PRD Tungate updated the Board on recent discussions with the Gilbert site property owners and engineers about the possibility of changing the alignment of the west end of the trail. It was

thought that starting the trail near the picturesque pond would provide a more attractive entrance to the riverfront trail. The new proposal calls for filling in a portion of the east edge of the pond adjacent to the law office.

The trail would wrap around the east side of the pond and connect to the main riverfront trail. RA Smith engineers have surveyed the area and will be working on preliminary trail redesign with the hope that this realignment still falls within the project budget. If everything looks positive, a recommendation to go with the new trail alignment along with the acceptance of the pond and little bit of property around it would go to the Plan Commission and the Common Council as soon as possible. The hope is that some improvements to the pond could be made along with the trail project. Dredging the pond, naturalizing the edge and perhaps adding some type of aeration system have been mentioned. The Board was supportive of this plan and was fine with this area becoming a park should it be necessary.

4. **3 on 3 Men's Basketball League**

PRD Tungate described how the interest in the men's basketball league has been declining over the past few years. As an alternative, he has spoken to a representative of the Fox Valley Recreation Association about the possibility of collaborating on a joint 3 on 3 men's basketball league, something that would be very unique in the Fox Valley area. This type of league may appeal to young and older adults alike, plus the cost to run such a league would be lower. The plan is to offer the league starting in January assuming the FVRA would like to become involved with helping the league become a reality.

H. ACTION ITEMS

1. **Recommendation to Board of Public Works to Include Street Tree Planting as Part of the Assessment of Any New Street Construction (examples of ordinances attached)**

Motion by L. Hopwood, seconded by Ald. M. Langdon to recommend to the Board of Public Works that street tree planting be included as part of the assessment with any new street construction and that tree planting becomes part of the cost of street reconstruction (non-assessed).

Further discussion: the Board wanted to maintain the property owners right to decline a tree on a reconstruction project. They felt the cost impact would be relatively low to include trees during reconstruction and might encourage some to have trees planted that normally wouldn't want a tree. Staff will begin work on crafting an ordinance change to bring before the Board of Public Works.

I. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA

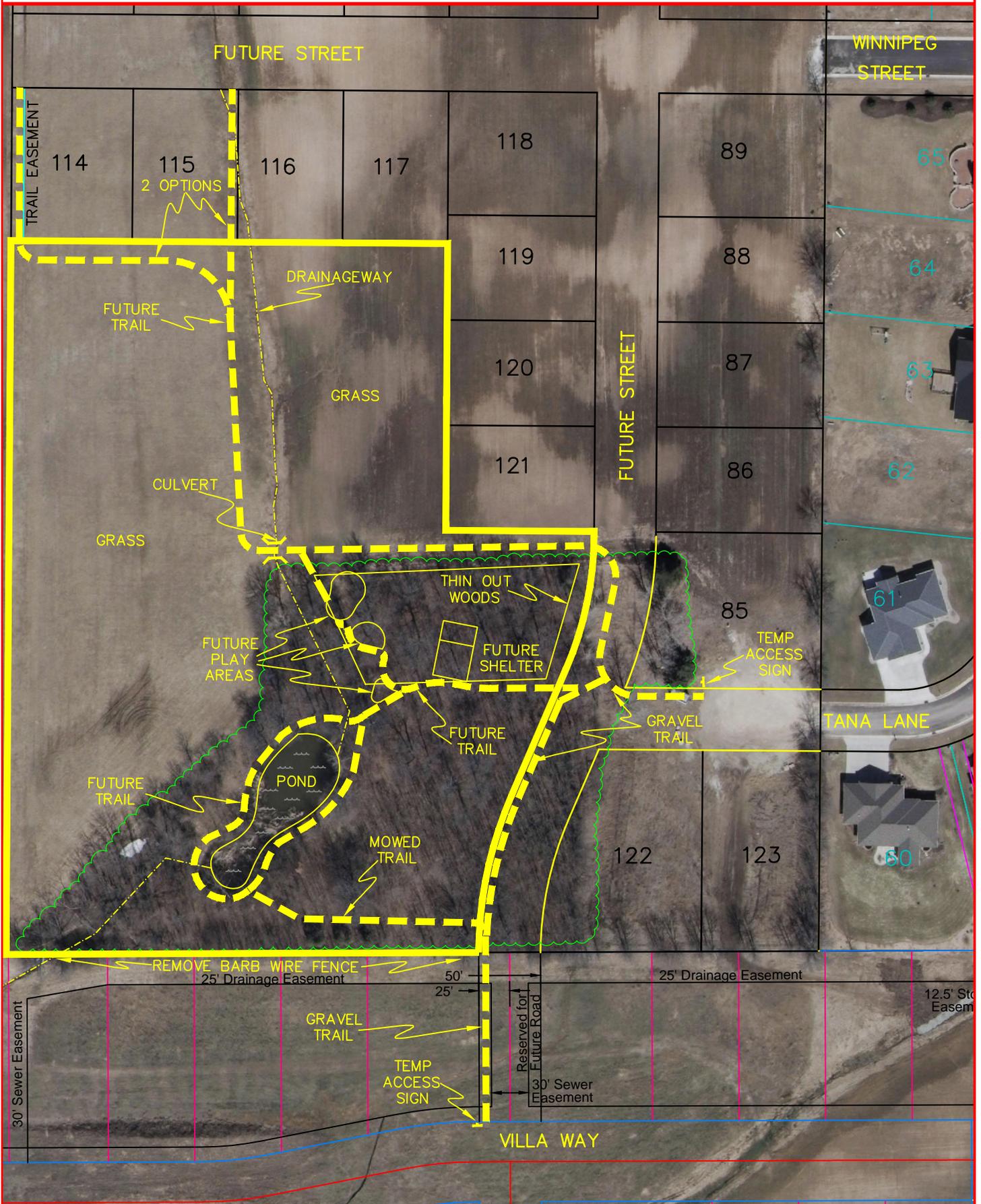
Five (5) minute time limit for each person

No one spoke.

J. ADJOURNMENT

Moved by L. Hopwood, seconded by S. Pawlowski to adjourn at 8:20 p.m. Motion carried.

WOODLANDS NATURE PARK PRELIMINARY CONCEPT PLAN



MARINA HARBORMASTER'S AGREEMENT

This Agreement made and entered into this ____day of January, 2014 by and between the City of Menasha, a Municipal Corporation (City), and Diane E. Schabach, Ronald R. Schabach, and Rana Rose L. Schabach dba Harbormaster (collectively, Harbormaster), for the provision of services related to the operation of the Menasha Marina, located on the Government Canal, between the Tayco Street and Racine Street bridges in the City of Menasha for 2014-2016 boating seasons.

After due consideration of the following terms and conditions, these parties mutually agree as follows:

I. TERMS OF AGREEMENT

- A. This contract is valid for a period of three (3) years and is effective during the Navigation season, as determined by the US Coast Guard and confirmed by East Central Wisconsin Regional Planning Commission, generally, on or about April 20 through October 15 of each year.
- B. On or before January 1, during the three-year term, the contract may be extended each year for the balance of the term, pending favorable review of performance and audit of records by the City. The payment schedule for each year of the agreement shall be:

2014 - \$46,000
2015 - \$46,750
2016 - \$47,500

II. HOURS OF OPERATION

The Marina will be open daily throughout the navigation season with hours posted by the Harbormaster. Minimum hours of operation will be Monday through Thursday, 11:00 a.m. – 7:00 p.m., Friday, 11:00 a.m. – 8:00 p.m., Saturdays 9:00 a.m. – 8:00 p.m. and Sunday 9:00 a.m. – 6:00 p.m. beginning the week before Memorial Day until the weekend after Labor Day.

III. SCHEDULE OF PAYMENT

The Harbormaster will receive a lump sum dollar amount paid by the City according to the following schedule.

25% by May 15	25% by August 15
25% by June 15	25% by October 15

IV. SCOPE OF WORK

The Harbormaster will assist the public boater by renting seasonal and transient boat slips, selling gasoline and oil, sanitary head pumpout, sale of concessions (as approved by the City).

V. DESCRIPTION OF MARINA FACILITY

- A. Twenty-one 26' slips; thirty-four 30' slips; thirty-two 36' slips and 300' along the Riverwalk in front of the condominiums. Seasonal slips are issued on a first come, first serve basis. Each slip has potable water and 110 volt electric outlets, and dock boxes.
- B. Security fencing around entire perimeter with Marina patrons issued a gate key.
- C. Restroom facilities for use by all boaters and shower facilities available to slip renters.
- D. A harbor house complete with retail sale availability for use by Harbormaster.
- E. Gasoline tanks and sanitary head pumpout.

VI. HARBORMASTER'S OBLIGATIONS:

The Harbormaster agrees to:

- A. Employ, train and schedule sufficient personnel to satisfactorily operate the facility. All employees will be governed by Equal Opportunity guidelines.
- B. Be responsible for all monetary transactions, bookkeeping and reporting. Harbormaster will furnish monthly accounting statements to the City. A year-end audit, at a mutually agreed upon time, will be held to discuss and review operations.
- C. Be responsible for training staff in the safe and proper techniques of pumping gasoline, pumping sanitary head and providing basic preventative maintenance checks to marina patrons.
- D. Will assign transient and seasonal slips and maintain a record of all "slip rental" contracts. Allow a maximum of two (2) slips to be used exclusively for transient rental within the Marina and all transient docking along the bulkhead of the U.S. Government Canal adjacent to the Marina.
- E. Will maintain a waiting list of prospective slip renters for the subsequent boating season.
- F. Establish payroll procedure for all Harbormaster employees and submit reports to State and Federal agencies as required.
- G. Provide a certificate of insurance in the following minimum amounts:
 - 1. Comprehensive General Liability:
 - Bodily Injury - \$300,000 per person
\$300,000 each occurrence
 - Property Damage - \$300,000 each occurrence
\$300,000 aggregate or
\$300,000 single limit
 - 2. Workers Compensation:
Statutory, with \$100,000 Employer's Liability
 - 3. Umbrella: \$1,000,000 or liability limits under G.1 above of at least \$1,000,000.
 - 4. The Harbormaster shall supply the City with a Certificate of Insurance and Endorsement naming the City as an additional insured.
- H. Be responsible for and obtain any necessary business licenses and permits.

- I. Assist the City in developing appropriate Marina rules and regulations and enforcing said rules and regulations.
- J. Be responsible for dissemination of information to marina patrons.
- K. Provide sanitary head pumpout services.
- L. Be responsible for ordering and maintaining an inventory of gasoline.
- M. Be responsible for ordering and maintaining vending machines and inventory (location and type of concession items must be approved by City).
- N. Assume financial responsibility for all monthly telephone use.
- O. Issue and maintain a record of marina keys.
- P. Provide all office expendables, such as pens, staples, tape, paper, etc.

VII. CITY'S OBLIGATION

The City Agrees to:

- A. Forward all Marina slip inquiries to Harbormaster.
- B. Provide furniture, cash registers, telephones, credit card machines, Marine F.M. radio, map case, shelving and counter space as needed.
- C. Furnish refuse pickup (and dumpsters) on a weekly basis.
- D. Provide routine cleanup and sanitation of restroom facilities.
- E. Provide clerical help for disseminating communications as needed including associated mail costs not to exceed \$2,000 per navigation season. The costs are to be approved by the Director of Parks and Recreation.
- F. Provide routine maintenance of Marina grounds, building, and equipment.
- G. Provide painting, electrical and plumbing maintenance as needed.
- H. Supply tissue, soap and other toiletries for the shower/restroom building.
- I. Work cooperatively with Harbormaster in establishing Marina fees and charges and post a copy of them in harbor house.
- J. Pay utility costs including electricity, sewer and water.
- K. Provide maintenance to the sanitary head pumpout.
- L. Be responsible for maintaining all docks, including gas dock, in quality condition in the event of vandalism, wind, ice or damages that may occur.
- M. Pay all gasoline invoices (purchased for resale).
- N. Provide and maintain fire extinguishers throughout facility as deemed necessary by fire inspector.

VIII. FINANCIAL ARRANGEMENTS

Revenues:

- A. City will retain 100% of all seasonal slip rental revenues.
- B. City and Harbormaster will split 50/50 all gas sales net profits.
- C. City and Harbormaster will split 50/50 all revenues generated from transient slip rentals. Transient being defined as any slip rental of less than thirty (30) consecutive days.
- D. City and Harbormaster will split 50/50 all revenues from gross sales of sanitary pumpout

services.

- E. Harbormaster agrees to pay the City 5% of gross sales of all concession merchandise.
- F. Harbormaster may rent recreational equipment or other items. Should this occur the parties will agree on a percent split of the net profits.

IX. SCHEDULE OF FEES AND CHARGES –

All fees shall be established by the City of Menasha Common Council upon recommendation of the Harbormaster and the Park Board.

X. HARBORHOUSE

- A. During the navigation season of each year, Harbormaster shall have access to the entire building known as the Harborhouse. The City, at its discretion, may rent out the lounge area to another person.
- B. The premises described in this section may not be used for any purpose which is contrary to the law.
- C. An annual review of this section will be undertaken by the Park and Recreation Director and a written report shall be generated for the Park Board not later than the first Council meeting of November of each year.
- D. The Harbormaster will be allowed to accept MasterCard, Visa, Discover or American Express for payment of any services, concessions or gasoline offered for sale in conjunction with the role of Harbormaster. Processing fees will be split equally between the Harbormaster and the City.

XI. SUBLETTING AND ASSIGNMENT

Harbormaster shall not sublet this contract or its rights without written consent of the City.

XII. NON-APPROPRIATION

In the event of Non-appropriation, that is, the failure of the City of Menasha Common Council to appropriate money for any year sufficient for the continued performance by the City of all of City's obligations under this Agreement, this Agreement shall terminate upon the last day of the fiscal year for which funds were appropriated.

XIII. BREACH OF CONTRACT

In the event of any breach of the terms or provisions of this Agreement, the City shall have, in addition to any other recourse, the right to terminate this Agreement; to enter and obtain possession of the entire premises; to remove and exclude all property of the Harbormaster therefrom, all without service of notice or resort to legal procession and without any legal liability on its part.

XIV. INDEPENDENT CONTRACTOR

Harbormaster shall be considered an independent contractor providing services to the City and in no way shall be considered an employee.

Dated this _____ day of January, 2014.

HARBORMASTER

CITY

Diane E. Schabach

Donald Merkes, Mayor

Ronald R. Schabach

Deborah A. Galeazzi, City Clerk

Rana Rose L. Schabach

APPROVED AS TO FORM:

Pamela A. Captain

