



# CITY OF RIPON

100 Jackson Street \* Ripon, WI 54971-1396

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## **PARK & RECREATION COMMITTEE MEETING**

LOCATION: Grace & Lloyd Mitchell Senior Activity Center (388 Murray Park Drive)

DATE: Wednesday, March 27<sup>th</sup>, 2024

TIME: 5:00 p.m.

### **AGENDA**

1. Call to order/roll call
2. Approve meeting minutes – January 24<sup>th</sup>, 2024
3. Discussion items
  - a) Senior Activity Center Fee Structure
  - b) American Legion Ball Diamond Agreement
  - c) Alliant Energy Tree Grant – Volunteers
  - d) County Parcel - Trailhead
4. Parks and Recreation Director Report
5. Project Updates
6. Suggestions for agenda items for next meeting
7. Announce next meeting
8. Adjourn

**Please contact Karen at 748-4916 or [kbaranczyk@cityofripon.com](mailto:kbaranczyk@cityofripon.com) prior to this meeting if you are unable to attend.**

*It is possible that members of and possibly a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.*

# **PARK & RECREATION COMMITTEE MEETING**

## **January 24, 2024**

PRESENT: Baird, Gallops, Wisneski, Kimpel, Millin  
ABSENT: Mansmith  
OTHERS: City Administrator Sonntag, Parks and Recreation Director Zeien,  
Members of the American Legion

Kimpel called the meeting to order at 5:00 p.m.

### **Approve meeting minutes**

No minutes were available for approval.

### **Discussion items**

#### **Annual Report**

Zeien presented the department's annual report. After review, Baird moved and Wisneski seconded a motion to approve the report and send it to the Common Council. Motion carried.

#### **Selfridge Park Stewardship Grant**

Sonntag notified the committee that the city has been tentatively awarded a \$419,000 DNR Stewardship Grant for Selfridge Park. The Committee reviewed the project and grant scope. After discussion, Kimpel moved and Mansmith seconded a motion to recommend acceptance of the grant to the Common Council when it can be awarded. Motion carried.

#### **Ball Diamond Agreements**

Members of the American Legion were in attendance to discuss use of the city ball diamonds. Zeien presented the sample use agreement that has been previously used with other clubs. Sonntag discussed the drafting of the agreement and background. Members of the American Legion discussed their efforts to improve the fields and the costs associated with running the program, including baseball and softball. Millin asked if the agreement works with other clubs. Zeien noted it is helpful when dealing with issues. After discussion, Kimpel moved and Gallops seconded a motion to draft a field use agreement with the American Legion. Motion carried.

#### **Stewardship Grant Update**

Sonntag reported the city is waiting for the DNR to provide the official grant award and agreement.

#### **Programming Update**

Zeien provided an update on programming, including cooking classes, partnership with Riponfest to have a sand volleyball tournament, and an Easter walk. The

Committee discussed other ideas for programming. Kimpel discussed working on a disc golf program.

**Parks and Recreation Director Report**

The Committee discussed strategies to get information out to the public for programming with Zeien.

**Project Updates**

None.

**Suggestions for agenda items for next meeting**

None.

**Announce date and time for next committee meeting**

To be scheduled.

With no other business before the Committee, Baird moved and Wisneski seconded, a motion to adjourn. Motion carried. Kimpel declared the meeting adjourned at 5:58 p.m.

<b>City of Ripon Fees as of January 1, 2024</b>		
	<u>2023 Fee Amount</u>	<u>2024 Fee Amount</u>
<b><u>PARK FEES</u></b>		
<b>Shelter Rentals</b>		
Deposit: A separate refundable deposit will be required on all reservations, per shelter. Refund will be given dependant on conditions in which shelter area is left.	\$50.00	\$50.00
Monday-Thursday Resident Shelter Rental	\$50.00	\$50.00
Weekend/Holiday Resident Shelter Rental	\$75.00	\$75.00
Monday-Thursday Non-Resident Shelter Rental	\$100.00	\$100.00
Weekend/Holiday Non-Resident Shelter Rental	\$150.00	\$150.00
Special Event Resident	\$100.00	\$100.00
Special Event Non-Resident	\$150.00	\$150.00
Special Event Fee will be assessed to any event with 100+ guests Special event fee will be per day Example: I am a resident of the City of Ripon and wish to rent all of Barlow Park for a Saturday and will have 200 people. My cost will be as below \$250+\$100+150=\$500.00 I have the ability to get \$150 back in deposits.		
Barlow Park (All) Resident	\$250.00	\$250.00
Barlow Park (All) Non-Resident	\$300.00	\$300.00
Senior Activity Center Event Space Rental - 125 people capacity	\$250.00	\$250.00
Refundable Deposit for Senior Activity Center	\$100.00	\$100.00
Refundable Deposit for Senior Activity Center with Kitchen Use	\$150.00	\$150.00
<b>Field Rentals</b>		
Murray Park Diamonds 1-4	\$0.00	\$125.00
Murray Park Diamonds 5-6	\$0.00	\$125.00
Barlow Park Diamond	\$0.00	\$125.00
Murray Park Soccer Field Rental	\$0.00	\$125.00
Non-Profit Charge for Rentals		50% Fee Amount

**CITY OF RIPON AND  
RIPON AMERICAN LEGION  
AGREEMENT FOR PARK USE**

This Agreement made this by and between the City of Ripon, hereinafter referred to as "City", and Ripon American Legion. All references herein to "Murray Park" are to the Murray Park Softball Area in the City of Ripon, Fond du Lac County, Wisconsin. All references herein to "Barlow Park" are to the Barlow Park Baseball Diamond in the City of Ripon, Fond du Lac County, Wisconsin.

1. BACKGROUND.

- a. The City owns four (4) baseball diamonds and two (2) softball diamonds at Murray Park. The diamonds are primarily used for youth baseball/softball only, that is, no adult baseball or adult leagues, or other scheduled adult athletic or other non-baseball or non-softball activities. The facilities include a concession stand, restrooms, bleachers, dugouts, scoreboards, and ball diamonds.
- b. The City owns one (1) baseball diamond at Barlow Park. The diamond is primarily used for youth tournament baseball, high school baseball, and American Legion baseball. No adult baseball or adult leagues, or other scheduled adult athletic or other non-baseball activities. The facilities include a concession stand, restrooms, bleachers, dugouts, scoreboards, shelters, and ball diamond.
- c. Ripon American Legion previously assisted in the maintenance and construction of baseball diamond facilities at Barlow Park.

2. AGREEMENT. In consideration of the mutual promises and covenants herein, it is hereby agreed between the City and Ripon American Legion as follows:

- a. Any further improvements, additions, alterations or changes to buildings or grounds initiated by the Ripon American Legion shall first be submitted to the City for approval and are subject to inspection by the City, or the City's designee. Ripon American Legion shall give the City, or its designee, notice before entering Murray Park or Barlow Park to make any improvements or installations. All improvements or installations made by Ripon American Legion shall become the property of the City.
- b. The use of Murray Park and Barlow Park during the term of this agreement shall be free of charge. In exchange, Ripon American Legion will be responsible for the following maintenance:
  - i. Playing fields
  - ii. Concession stand
  - iii. General clean-up after activities and events
  - iv. Other equipment installed by Ripon American Legion

- c. If Ripon American Legion, in the opinion of the City, fails to keep the facilities in working order, the City shall notify Ripon American Legion in writing. Ripon American Legion shall make necessary maintenance and repairs to facilities within thirty (30) calendar days of receipt of written notification or another agreed to date. If Ripon American Legion fails to remedy, the City may do such maintenance and repair and Ripon American Legion will be responsible for any costs incurred by the City for maintenance and repairs made to the facilities.
- d. Ripon American Legion shall provide the City an annual schedule of events and activities for Murray Park and Barlow Park. Priority will be given to Ripon American Legion scheduled activities submitted to the City prior to April 1<sup>st</sup> of each year.
- e. Ripon American Legion, and anyone using the facility during the agreed times, shall abide by all the rules and regulations in effect which govern the use thereof. Ripon American Legion shall provide supervision during the time when Murray Park or Barlow Park are used pursuant to this agreement to ensure that those rules and regulations are complied with.
- f. The City will be responsible for the following general maintenance at Murray Park and Barlow Park:
  - i. Mowing of fields
  - ii. Spraying of weeds
  - iii. Installation of dugout coverings
  - iv. Installation of backstop and batting cage netting
  - v. Disposal of garbage
- g. Ripon American Legion may request in writing additional maintenance work to be completed at Murray Park or Barlow Park by the City. The City may approve or deny the request based on availability of budget, resources, and emergent need.
- h. The City reserves the right to enter upon the premises at all reasonable times for the purpose of inspecting and to make such repairs and improvements as it deems necessary.
- i. The City and Ripon American Legion may work jointly on any further improvements, additions, alterations, changes to buildings or grounds, and special projects at Murray Park and/or Barlow Park. Cost-share agreements may be established by the City, Ripon American Legion, and other outside entities to direct financial commitments of such joint ventures.

### 3. INSURANCE

- a. General Liability and Property Damage Insurance. Ripon American Legion shall secure and maintain in force throughout the duration of this Agreement such General Liability, Professional Liability and Property Damage Insurance as shall

protect it and any sub-user covered by this contract from claims for damages for personal injuries, including accidental death, as well as from claims for property damage, whether such use by Ripon American Legion or by any sub-user or anyone directly or indirectly employed or authorized by either of them; the amount of such insurance shall be \$1,000,000.00 for Comprehensive General Liability per occurrence and in the aggregate for Bodily Injury and Property Damage. Ripon American Legion shall furnish the City with a Certificate of Insurance indicating that Ripon American Legion meets the insurance requirements identified above. Ripon American Legion shall name the City of Ripon as "Additional Insured" in respect of this Agreement.

- b. In the event of any damage or destruction to Murray Park, Barlow Park, or any improvements therein caused by Ripon American Legion, its members, its employees, its patrons, or those using the facility during the time when the facility is being used pursuant to this Agreement, the person or persons causing the damage or destruction shall be primarily liable for said damage or destruction. Ripon American Legion, however, agrees to reimburse the City for any and all expenses incurred in repairing and/or restoring and/or reconstruction of the premises if said damage or destruction was caused by anyone using the facility pursuant to this Agreement who is a member, employee, patron or participant in the activity sponsored by Ripon American Legion and in the event said individual(s) is/are not financially responsible.
- c. Ripon American Legion hereby agrees to release, indemnify, defend and hold harmless the City of Ripon, their officials, officers, employees and agents from any and all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions, and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of Ripon American Legion its officers, officials, employees, agents or assigns.

#### 4. TERM

- a. This agreement shall have a three (3) year terms. After the original term, the agreement shall automatically renew for a one-year term unless either party delivers written notice of non-renewal to the other party on or before February 1st of 2027 or any renewal year thereafter.
- b. This Agreement shall not be assignable or otherwise transferable, or any part of the premises sublet by Ripon American Legion, unless permission is given by the City or its designated agent.

- c. This Agreement represents the entire Agreement by and between the undersigned parties, and no other conditions may be implied or inferred. This Agreement may be amended only by written amendment duly signed by all the parties. This Agreement replaces, supersedes, and invalidates all prior Agreements by and between the parties herein concerning the use of Murray Park or Barlow Park described in this Agreement.
- d. The management and administration of the above referenced facility is wholly and exclusively under the jurisdiction of the City of Ripon or the City of Ripon Administrator, in the event any dispute as to the meaning of any terms of this Agreement, the City and the City Administrator or its duly authorized agent shall, in good faith, and in accordance with the purpose of this Agreement, define said terms and conditions subject to the rights of the parties herein, as further set forth in this Agreement.
- e. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- f. In the event Ripon American Legion shall fail, neglect, or refuse to carry out the terms of this Agreement, then the City may give written notice of said default to Ripon American Legion. Ripon American Legion shall have 90 days in which to cure or correct any such default. If Ripon American Legion fails to correct or cure the default, then the rights of Ripon American Legion shall be forfeited.
- g. The City may cancel this Agreement or any part thereof, at any time, without notice, in the event the City is unable to provide adequate facilities, or facilities which in the opinion of the City are unsafe; and the City shall not be liable for any damages because of such cancellation.
- h. The undersigned parties, by their signatures, attest, represent, and warrant that they are duly authorized by their respective organizations to enter into this Agreement:

\_\_\_\_\_  
 City of Ripon

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 Date

\_\_\_\_\_  
 Ripon American Legion

\_\_\_\_\_  
 Date