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4 **RESOLUTION BY THE PUBLIC WORKS, PARKS AND FACILITIES COMMITTEE**
5 **AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE BROWN'S LAKE**
6 **SKI CLUB (A/K/A AQUADUCKS)**

7
8 To the Honorable members of the Racine County Board of Supervisors:

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10 **BE IT RESOLVED** by the Racine County Board of Supervisors that the execution of a
11 five-year contract with the Brown's Lake Ski Club (a/k/a Aquaducks) for the year 2020 - 2024 is
12 hereby authorized and approved. A copy of the contract, Exhibit "A" and Exhibit "B" are attached
13 hereto.

14
15 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that any two
16 of the County Clerk, the County Executive and/or the County Board Chairman are authorized to
17 execute any contracts, agreements, amendments, or other documents necessary to carry out
18 the intent of this resolution.

19
20 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that
21 additional terms and conditions may be applicable as the Corporation Counsel and the
22 Director of Public Works and Development Services deem necessary and appropriate.

23
24 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that the
25 County Clerk shall forward a copy of this resolution to the Wisconsin Department of
26 Natural Resources.

27
28 Respectfully submitted,

29
30 1st Reading _____

**PUBLIC WORKS, PARKS AND FACILITIES
COMMITTEE**

31
32 2nd Reading _____

33
34 BOARD ACTION

Robert D. Grove, Chairman

35 Adopted _____

36 For _____

37 Against _____

38 Absent _____

Tom Hincz, Vice-Chairman

39
40 VOTE REQUIRED: Majority

Monte G. Osterman, Secretary

41
42 Prepared by:
43 Public Works and Development
44 Services Department

Mike Dawson

45
46 _____
47 Nick Demske
48

3
4
5 _____
6 Fabi Maldonado

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8 _____
9 Tom Kramer

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11 **The foregoing legislation adopted by the County Board of Supervisors of**
12 **Racine County, Wisconsin, is hereby:**

13
14 **Approved:** _____

15 **Vetoed:** _____

16
17 **Date:** _____,

18
19 _____
20 **Jonathan Delagrave, County Executive**

21
22
23 **INFORMATION INFORMATION ONLY**

24
25 **WHEREAS**, the Brown's Lake Ski Club has been performing at Brown's Lake and using
26 Fischer Park as a base for its practice and shows for numerous years; and

27
28 **WHEREAS**, there has been a yearly contract between Racine County and the Brown's
29 Lake Ski Club which clarifies the various responsibilities of the parties; and

30
31 **WHEREAS**, the current and proposed contract does not require any County
32 expenditures; and

33
34 **WHEREAS**, there is a need to enter a new contract for the year 2020 and future years.
35

RACINE COUNTY PARK AGREEMENT

THIS AGREEMENT, entered into between Browns Lake Ski Club (hereinafter referred to as “**CLUB**”), and Racine County, a municipal corporation of the State of Wisconsin (hereinafter referred to as “**County**”)

W I T N E S S E T H:

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree, warrant and covenant as follows:

1. **COUNTY** shall permit the **CLUB** to use certain portions of Fischer Park to put on ski shows and to conduct practice sessions. The portion of the park that the **CLUB** is permitted to use is described as set forth in Exhibit “A”, which is attached hereto and incorporated herein. The times at which the **CLUB** is permitted to use said portions of Fischer Park shall be determined by mutual written agreement of the parties from time to time. The initial times at which the **CLUB** is permitted to use said portions of Fischer Park are set forth in Exhibit “B” which is attached hereto and incorporated herein and which can be changed by mutual written agreement of the parties from time to time.

2. **COUNTY** agrees to allow only **CLUB** official team members free admission to Fischer Park with a season pass, for the purpose of participating in practice sessions as set forth in Paragraph 1 above. The **Club** shall provide a roster of official team members to the **County** on or before May 1st and official team member passes will be mailed to the **CLUB** by **COUNTY**.

3. **COUNTY** agrees to allow only boats owned by the **CLUB** free launching at Fischer Park with a season pass, for the purpose of participating in practice sessions as set forth in Paragraph 1 above. The **Club** shall provide the number of boats/trailers to the **County** on or before May 1st and launch passes will be mailed to the **CLUB** by **COUNTY**.

4. **CLUB** agrees to clean up and maintain the areas of Fischer Park involved with the ski show and practice sessions, including but not limited to, the site described in Exhibit “A”. Said clean up and maintenance shall be done on the dates set forth in Exhibit “B” and a schedule shall be updated by the **CLUB** and sent to **County** prior to the start of each subsequent year of this contract.

5. **CLUB** shall at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in Wisconsin and licensed by the State of Wisconsin Office of the Commissioner of Insurance in amounts set out below. In the event of any action, suit, or proceedings against **COUNTY** upon any matter herein indemnified against, **COUNTY** shall, within a reasonable time, cause notice in writing thereof to be given to **CLUB** by certified mail, addressed to its post office address; provided that the failure to give such notice shall not relieve the indemnifying party of its obligations under paragraph 7 except to the extent that the indemnifying party is actually prejudiced by such failure to give said notice. The

CLUB shall maintain at its own expense and provide to the **COUNTY** prior to the start of each year of this contract with current Certificates of Insurance that provide the following coverage: Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work. Maintain general liability coverage including personal injury and property damage against any claim (s), which might occur in carrying out this contract including any damages arising out of negligent acts, errors and omissions. Minimum coverage shall be one million dollars (\$1,000,000) liability for each occurrence for bodily injury and property damage including product liability and completed operations and three million dollars (\$3,000,000) in the aggregate. In the event the **CLUB** sells fermented malt beverages as noted in paragraph 11., the **CLUB** and its **sponsor** must each obtain \$1,000,000 liquor liability insurance and provide said evidence and certificates of insurance no later than 15 days before the sale of said fermented malt beverages. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) for each occurrence combined single limit for automobile liability and property damage and three million dollars (\$3,000,000) in the aggregate. **COUNTY**, and its officers and employees shall be named as additional insured on **CLUB's** general liability insurance policy for actions and/or omissions performed pursuant to this contract. All coverage enumerated above must be placed with an insurance carrier with an AM Best Rating of A-VIII or greater. **COUNTY** shall receive a 7-day notice prior to cancellation of any policy. A copy of Certificates of Insurance and the referenced policies shall be mailed to **COUNTY** within 30 days of the beginning of this contract and then prior to the start of each subsequent year.

6. **CLUB** shall be responsible for providing, maintaining and anchoring the ski jump. **COUNTY** shall have no obligation whatsoever regarding the ski jump. **CLUB** shall at all times, other than ski shows and practice sessions, keep the ski jump in a safe and secure position anchored at or on the shore and shall follow any and all other reasonable rules and regulations concerning the ski jump as set forth by **COUNTY**.

7. To the fullest extent permitted by law, **CLUB** agrees to indemnify and hold harmless the **COUNTY**, its elected and appointed officials, directors, officers, employees, or authorized representatives or volunteers from and against all suits, actions, liabilities, legal or administrative proceedings, claims, demands, damages, injuries, interest, attorneys' fees, costs and expenses of any kind, which arise out of or are connected with this agreement, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission or other fault of the **CLUB**, **CLUB's** invitees or visitors, or any subcontractor or other representative of the **CLUB**, or any officer, employee or agent of the subcontractor of the **CLUB**, or anyone acting under the direction or control or on behalf of the **CLUB**. The **CLUB** shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorney's fees. The intent of this indemnification agreement is to relieve the **COUNTY** of any cost or liability arising out of the services or acts performed by the **CLUB** under this contract and the **CLUB** shall reimburse the **COUNTY** and its representatives for any and all legal expenses incurred in enforcing this indemnity provision. The **CLUB's** indemnification obligation shall not be construed to extend to any injury, loss, or damage that is caused by the act, omission, or other fault of the **COUNTY**. **CLUB** shall immediately notify **COUNTY** of any injury or death of any person or property damage on **COUNTY's** premises or any legal action taken against **CLUB** as a result of any said injury or damage. The **CLUB's**

insurance shall be primary to any other coverage carried by the parties and specifically provide for the coverage required under paragraph 5 of this agreement.

8. **CLUB** shall obey all rules, ordinances and regulations of the Town of Burlington, County of Racine, and the State of Wisconsin. **CLUB** is responsible for obtaining any exceptions to the provisions of the Town of Burlington's ordinance regarding its ski show.

9. **CLUB** shall not make any changes to Fischer Park without first obtaining the prior written approval of **COUNTY**.

10. **CLUB** shall be allowed for the term of this contract, to sell food and beverage (water/soda/ Nonalcoholic beverages) to support fund raising efforts of the **CLUB**. **CLUB** shall provide County with a mutually agreed upon site use plan (map of location) food will be sold and any modifications shall be approved by **COUNTY**. **CLUB** will provide all bulk dumpsters for disposal of contents of trash made by the sale of food and beverages containers. **CLUB** shall obtain all necessary permits and/or licenses, for food and beverage sales and agrees to be solely responsible for determining what permits/licenses are necessary. Either party can terminate the sale of food and beverage (water/soda/ Nonalcoholic beverages) to support fund raising efforts of the **CLUB** for any reason or no reason and without any notice necessary.

11. **CLUB** shall be allowed to sell fermented malt beverage to support fund raising efforts of the **CLUB**. **This approval is only for the first year of this contract.** **CLUB** shall in writing on or before the 1st of February of the subsequent years of this contract ask for consideration and approval of the Public Works, Parks and Facilities Committee for the continuation to sell fermented malt beverage to support fund raising efforts of the **CLUB**. **County** shall notify **CLUB** by letter if approval is granted moving into the next year or season. Either party can terminate the sale of the fermented malt beverages for any reason or no reason and without any notice necessary. A non-refundable administrative fee of \$1,000.00 will be charged annually each year of this contract when fermented malt beverages are sold. This fee shall be non-refundable. It is the understanding glass decanters WILL NOT be allowed for use in Fischer Park for this approval.

12. **CLUB** shall update all provisions that govern the sale of fermented malt beverages as a condition of approval moving into the next year of the contract. All provisions shall be updated and submitted with written communication when asking for consideration and approval of the Public Works, Parks and Facilities Committee for the continuation of sales for fermented malt beverage to support fund raising efforts of the **CLUB**.

13. Existing trash containers may be used, and liners shall be used and replaced by **CLUB** for the duration of the season. **CLUB** will be responsible for disposal of the trash into the designated bulk dumpsters after each event.

14. Existing restroom facilities will be open and available for use. **CLUB** will provide any portable restroom facilities if necessary, to be placed in mutually agreed upon locations.

15. **CLUB** will provide **COUNTY** with a mutually agreed upon site use plan attached hereto as Exhibit "C" indicating location of fermented malt beverage sales, food trucks and any other amenity and **CLUB** will provide **COUNTY** with a mutually agreed upon detailed

security plan that shall be in place for the entire event/show from the time the fermented malt beverage sales start until 1 hour after sales stop.

16. **CLUB** will provide **COUNTY** with a mutually agreed upon parking plan included in Exhibit “C”, detailing attendants that shall be available for the entire event and the **CLUB** agrees to abide by and enforce a no parking on the grass prohibition during the shows. **CLUB** shall also provide **COUNTY** with a written staffing assignment plan. Number and location of staff expected shall be identified on the required site use plan.

17. **CLUB** shall obtain all necessary permits and/or licenses, for alcohol, and shall provide documentation of the same to the County each year approved. Additionally, **CLUB** agrees to be solely responsible for determining what permits/licenses are necessary.

18. **CLUB** agrees to follow all health guidelines designated by the Health Department and any appropriate municipalities or other governmental bodies.

19. **CLUB** shall promptly restore the event space and any other portions of Fischer Park accessed for the purpose of exercising the rights herein granted to the same or better condition it was in immediately prior to accessing the site and shall promptly – within 24 hours after completion of the weekend events – clean and, with the **COUNTY**’s written consent, repair at its own cost any damage to the site caused by **CLUB** , **CLUB**’s representatives, guests, visitors, and customers. A representative of the **COUNTY** may survey or cause the **CLUB** to survey the site to ensure the restoration is done in compliance with this paragraph. The **COUNTY** shall have the authority to reasonably determine whether the cleanup and/or restoration work has been done to the satisfaction of this condition and may reasonably direct **CLUB** to perform additional work to restore the site to the same condition it was in immediately prior to accessing the site. The **COUNTY** shall in no way use this discretion to direct restoration work to be performed which would constitute an improvement on the site above and beyond the condition it was in immediately prior to **CLUB** ’s use of the site. Any inspection or other services provided by the **COUNTY** to ensure **CLUB**’s compliance with this paragraph will be at **CLUB**’s expense, and the **COUNTY** may issue to **CLUB** invoices for the reasonable cost of inspections or other services to ensure compliance.

20. Rental or provision of any special equipment, including chairs and decorations is the exclusive responsibility of the **CLUB**.

21. **CLUB** shall be allowed to maintain a pier on the property. **CLUB** shall specifically maintain signage on the pier indicating that it is not for public use.

22. **CLUB** shall be allowed to maintain a stage on the property.

23. Certain bleachers have been placed at Fischer Park to allow the public to view shows put on by the **CLUB**. **CLUB** shall have the duty to inspect said bleachers and to report any and all safety problems and dangers to **COUNTY**. The **COUNTY** shall assist with materials necessary to repair existing bleachers and the **CLUB** shall make the necessary repairs. **Once the existing bleachers are unrepairable, the CLUB shall purchase and maintain at CLUB’s sole expense, any future bleacher needs beginning with the 2020 contract. In the event the**

bleachers are portable and can be easily dismantled and moved, then the CLUB may remove them. Any such improvements that become fixtures to the land shall revert to the ownership of COUNTY at the end of this contract or any subsequent contracts.

24. CLUB agrees not to discriminate on the basis of age, race, ethnicity, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment.

25. The term of this contract shall be for Five (5) years beginning on April 1, 2020 and ending December 31, 2024. Prior to the start of each season on or before May 1st during the term of this Contract, CLUB shall provide the times and dates as set forth in the attached "Exhibit B", complete list of boats/trailers that need season launch passes, complete roster of ski team that need individual season passes, and shall provide proof of insurance naming COUNTY as an additional insured. Any modifications to the Contract shall be set out in writing pursuant to the mutual agreement of the parties.

26. Either party can terminate this agreement for any reason or no reason upon ninety (90) days written notice to the other party.

27. The parties agree that provisions of this agreement shall be interpreted under the laws of the State of Wisconsin and any legal action to enforce said provisions shall be filed in the Racine County Circuit Courts of Wisconsin.

BROWN'S LAKE WATER SKI CLUB

BY: _____
Name: _____
Title: _____

RACINE COUNTY

BY: _____
Title: _____

BY: _____
Title: _____

Racine County
Parks Department

Einer Fischer Park

30326 Durand Avenue

Town of Burlington
Racine County, WI

Legend

- Park Boundary
- Roads
- Browns Lake Ski Club
- Parcels

002 03 19 34.001 000 (63.71 ac)



Not to Scale



Exhibit "A"

EXHIBIT "B"

Pier Installation:

Third Weekend of April

Rain Date: Fourth weekend of April

Practice Sessions:

Start Date - Last week of April

End Date - Third week of September

Monday, Tuesdays, Wednesday and Thursdays 2:00PM until Sunset

Shows:

Start Date - Memorial Day weekend

End Date - Labor Day Weekend

Thursday or Saturday from 4:00PM to Sunset

One (1) Special Shows scheduled for Sunday Evenings:

Labor Day Weekend

All Sunday shows from 4:00 P. M. to Sunset

Pier Removal:

Fourth Weekend in September

Rain Date - First Weekend in October

To conduct a Boat Driving Clinic from the hours of 10:00 A.M. to 4:00P.M. on the second weekend of September. The Wisconsin Water Ski Federation, with the Brown's Lake Water Ski Club conducting the clinic, has approved the running of this clinic at this site.