

June 13, 2023

RESOLUTION NO. 2023-12

RESOLUTION BY THE PUBLIC WORKS, PARKS, AND FACILITIES COMMITTEE IN SUPPORT OF PARTNERSHIP WITH A NON-PROFIT ENTITY THAT SEEKS TO RAISE MONEY TO SUPPORT THE DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF AN INDOOR COMMUNITY ICE ARENA/FACILITY AT FRANKSVILLE MEMORIAL PARK

To the Honorable Members of the Racine County Board of Supervisors:

WHEREAS, Racine County owns approximately 55-acres of parkland known as Franksville Memorial Park located at 9614 Northwestern Avenue, Franksville, WI 53216; and

WHEREAS, Franksville Memorial Park includes athletic fields, playgrounds, reservable shelters and an indoor hall, and is home to the Franksville Craft Beer Garden; and

WHEREAS, there are no publicly accessible indoor ice arenas/facilities within Racine County to provide year-round, ice-based programs, training services, and recreational opportunities in a safe and fun atmosphere that promotes wellness, skill development, and socialization for Racine County residents and visitors; and

WHEREAS, the Racine County Ice Center, Inc. ("RCIC") is a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code and its primary purpose is to raise money to support the design, construction, operation, and maintenance of a community ice arena/facility within Racine County; and

WHEREAS, the RCIC retained HVS Convention, Sports & Entertainment Facilities Consulting ("HVS") to conduct a feasibility study of an ice sports complex venue in Racine County and HVS determined that the market would support one National Hockey League ("NHL")-sized ice sheet with removable bleachers for 250 spectators, locker rooms with showers, administrative/team/facility operations offices, public washrooms, concessions, and an expansive lobby; and

WHEREAS, according to HVS, twenty-two percent of the visitors to Kenosha Ice Arena are residents of Racine County; and

WHEREAS, working with Nicholas & Associates, the RCIC estimates that it would cost \$13 million to design and construct a 38,000-square-foot-facility with the above-described core amenities at Franksville Memorial Park; and

WHEREAS, it is envisioned that an indoor community ice arena/facility would serve as an avenue for recreation, fitness, employment, education, and economic development, and would primarily serve youth ice hockey organizations, figure skating clubs, camps/clinics, public skating, learn to skate programs, and third-party rentals; and

WHEREAS, the RCIC has secured a major, lead donor pledge in the amount of \$5 million to kick-off fundraising efforts with the goal of securing an additional \$3 million in pledged donations by October 2024; and

1 Resolution No. 2023-12

2 Page Two

3
4 **WHEREAS**, the RCIC seeks Racine County's support as it embarks on these
5 fundraising efforts and hopes to secure, an additional \$5 million in total funding from Racine
6 County over the 2024 and 2025 duly and separately authorized annual budgets toward the
7 design and construction of an indoor community ice arena/facility at the Franksville Memorial
8 Park; and

9
10 **WHEREAS**, while this resolution is not in itself a commitment to any specific amount of
11 funding, Racine County wishes to express its support of RCIC's fundraising efforts and will
12 consider future funding based upon demonstration of community interest and successful
13 fundraising for a potential County-owned and operated indoor community ice arena/facility at
14 Franksville Memorial Park.

15
16 **NOW, THEREFORE, BE IT RESOLVED** by the Racine County Board of Supervisors
17 that Racine County supports the RCIC's efforts to raise money to support the design,
18 construction, operation, and maintenance of an indoor community ice arena/facility at
19 Franksville Memorial Park.

20
21 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that any two
22 of the County Clerk, the County Executive, and/or the Racine County Board Chairman are
23 authorized to execute any contracts, agreements, amendments, or other documents necessary
24 to carry out the intent of this resolution, including the Memorandum of Understanding Between
25 Racine County and the Racine County Ice Center, Inc., as set forth in Exhibit "A" which is
26 attached hereto.

27
28 Respectfully submitted,

29
30 1st Reading _____

**PUBLIC WORKS, PARKS & FACILITIES
COMMITTEE**

31
32 2nd Reading _____

33
34 BOARD ACTION

Tom Kramer, Chairman

35 Adopted _____

36 For _____

37 Against _____

38 Absent _____

Robert D. Grove, Vice-Chairman

39
40 VOTE REQUIRED: _____

Tom Hincz, Secretary

41
42 Prepared by:
43 Corporation Counsel

Marlo Harmon

44
45 _____
46 Edward Chart

47
48 _____
49 Eric Hopkins

1 Resolution No. 2023-12

2 Page Three

3

4

5

Jessica Malacara

6

7

8

9

10

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

Jonathan Delagrave, County Executive

20

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
RACINE COUNTY AND THE RACINE COUNTY ICE CENTER, INC.**

WHEREAS, the Racine County Ice Center, Inc. (“RCIC”) is a Wisconsin non-stock corporation with its principal office located at 1127 Lake Ave., Racine, WI 53403, designated as a nonprofit organization under section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, the RCIC’s primary purpose is to raise money to support the design, construction, operation, and maintenance of an indoor community ice arena/facility within Racine County; and

WHEREAS, Racine County owns approximately 55-acres of parkland known as Franksville Memorial Park located at 9614 Northwestern Avenue, Franksville, WI 53216; and

WHEREAS, Franksville Memorial Park includes athletic fields, playgrounds, reservable shelters and an indoor hall, and is home to the Franksville Craft Beer Garden; and

WHEREAS, there are no publicly accessible indoor ice arenas/facilities within Racine County to provide year-round, ice-based programs, training services, and recreational opportunities in a safe and fun atmosphere that promotes wellness, skill development, and socialization for Racine County residents and visitors; and

WHEREAS, the RCIC retained HVS Convention, Sports & Entertainment Facilities Consulting (“HVS”) to conduct a feasibility study of an ice sports complex venue in Racine County and HVS determined that the market would support one National Hockey League (“NHL”)-sized ice sheet with removable bleachers for 250 spectators, locker rooms with showers, administrative/team/facility operations offices, public washrooms, concessions, and an expansive lobby; and

WHEREAS, according to HVS, twenty-two percent of the visitors to Kenosha Ice Arena are residents of Racine County; and

WHEREAS, working with Nicholas & Associates, the RCIC estimates that it would cost \$13 million to design and construct a 38,000-square-foot-facility with the above-described core amenities at Franksville Memorial Park; and

WHEREAS, it is envisioned that an indoor community ice arena/facility would serve as an avenue for recreation, fitness, employment, education, and economic development, and would primarily serve youth ice hockey organizations, figure skating clubs, camps/clinics, public skating, learn to skate programs, and third-party rentals; and

WHEREAS, the RCIC has secured a major, lead donor pledge in the amount of \$5 million to kick-off fundraising efforts with the goal of securing an additional \$3 million in pledged donations by October 2024; and

WHEREAS, the RCIC seeks Racine County’s support as it embarks on these fundraising efforts and hopes to secure an additional \$5 million in total funding from Racine County over the 2024 and 2025 duly and separately authorized annual budgets toward the design and construction of an indoor community ice arena/facility at the Franksville Memorial Park; and

WHEREAS, by Resolution No. 2023-12, Racine County supports the RCIC's efforts to raise money to support the design, construction, operation, and maintenance of an indoor community ice arena/facility at Franksville Memorial Park; and

WHEREAS, Racine County and the Racine County Ice Center, Inc. desire to set out the various obligations and responsibilities of the parties.

NOW, THEREFORE, IT IS MUTUALLY AGREED, by and between Racine County and the Racine County Ice Center, Inc. as follows:

1. While neither this MOU nor Resolution No. 2023-12 formally commit to any specified amount or period of funding by RCIC or Racine County, the parties agree and support RCIC's efforts to obtain pledges from individuals and organizations to commit funding to support the design, construction, operation, and maintenance of an indoor community ice arena/facility at Franksville Memorial Park;
2. The parties acknowledge that, in order for the project to be completed, it is RCIC's expectation that:
 - a. Racine County will contribute \$5 million in total funding over the 2024 and 2025 duly and separately authorized annual budgets toward the design and construction of an indoor community ice arena/facility at the Franksville Memorial Park; and
 - b. Racine County will oversee and be responsible for construction of the facility subject to authorization by the Racine County Board of Supervisors and availability of duly authorized funds; and
 - c. Upon completion of construction, Racine County will take ownership of the indoor community ice arena/facility at Franksville Memorial Park and provide for management of ice skating operations and maintenance of the facility; and
 - d. Notwithstanding the foregoing, this MOU is neither a fiscal nor a funds obligation document. Any contribution of funds by Racine County toward the design, construction, operation, and maintenance of an indoor community ice arena/facility at Franksville Memorial Park will be handled in accordance with applicable laws, regulations, and procedures and such endeavors will be outlined in separate agreements or contracts made in writing by representatives of the parties and pursuant to separately authorized action of the Racine County Board of Supervisors. Neither Resolution No. 2023-12 nor this MOU provide such authority or create obligations of the parties relative to funding.
3. The parties acknowledge that, insofar as donors formally donate or gift any funds to support the design, construction, operation, and maintenance of an indoor community ice arena/facility at Franksville Memorial Park (versus making a pledge to donate in the future), any such donation or gift agreement entered into by RCIC shall remain subject to the fiduciary and statutory obligations of Racine County and may be cancelled without penalty or obligation of any kind if sufficient funds have not been budgeted by the Racine County Board of Supervisors to pay for the design and construction of an indoor community ice arena/facility at Franksville Memorial Park; in the event such donation or gift agreements must be canceled due to lack of sufficient funds, then RCIC shall return donated funding that has been transferred and such donor's obligation to transfer additional funding, if any, shall cease without penalty or future obligation of any kind.

4. No goods or services may be provided in exchange for a pledge to donate and/or formal donation or gift made for the purpose of supporting the design, construction, operation, and maintenance of an indoor community ice arena/facility at Franksville Memorial Park.
5. The RCIC shall provide verified written reports to the Racine County Executive, no later than August 31, 2023, and August 31, 2024, identifying the total amount of donations pledged;
6. The RCIC shall not assign any part of this agreement without the express written consent of Racine County;
7. The RCIC 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 of 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; and
8. To the fullest extent permitted by law, the RCIC agrees to indemnify and hold harmless Racine County, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage (including costs of investigation and attorney's fees), which arise out of or are connected with this MOU and/or RCIC's fundraising efforts. The RCIC 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 RCIC's indemnification shall not be construed to extend to any injury, loss, or damage that is caused by the act, omission, or other fault of Racine County.

Racine County Ice Center, Inc.

By: _____ Date: _____

Racine County

By: _____ Date: _____