



CITY OF ANTIGO

PARKS, CEMETERY AND RECREATION COMMISSION MEETING

MULTI-PURPOSE ROOM

Monday, July 11, 2022

CITY HALL, 700 EDISON STREET

5:30 PM

Call to Order

Discussion and Action May Occur on Any of the Following Agenda Items:

1. Approval of the Minutes from April 11, 2022 Meeting
2. Request to Waive the Shelter Reservation Fee for the Wright Place Sensory and Inclusive Play Equipment
3. Accept Donation from Antigo Rotary
4. Approval to Allow Camp Susan to Utilize our Software for Camp Susan Reservations
5. Approval to Accept the NTC Ball Field Agreement

Any Other Matters Authorized by Law to be Considered

Adjournment

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact Cheryl Barta, 700 Edison Street, Antigo, Wisconsin 54409. (715) 623-3633 extension 100. Members of and possibly a quorum of members of other governmental bodies may be in attendance to gather information. Any governmental body other than that specifically referred to above will take no action.

DATE MAILED: July 06,2022

GLENN BUGNI



To: Mayor and City Council
From: Sarah Repp, Parks, Recreation, and Cemetery Supervisor
Date: July 11, 2022
Re: Request to Waive the Shelter Reservation Fee for the Wright Place Sensory and Inclusive Play Equipment

Jeanne Long and Alycia Fetterly have been working with the City of Antigo to raise funds for sensory and inclusive play equipment, which will be placed in Hudson Street Park, at the Wright Place Playground. To date, they have raised \$15,000. They would like to host a Carnival at Hudson Street Park on Saturday, August 6, 2022 (rain location Heinzen Peaceful Valley Pavilion) as another fundraising effort for the play equipment. They are requesting waiver of the shelter fee.

Request to approve waiving the shelter fee for the Wright Place Carnival Fundraiser for sensory and inclusive play equipment.



To: Mayor and City Council
From: Sarah Repp, Parks, Recreation, and Cemetery Supervisor
Date: July 11, 2022
Re: Accept Donation from Antigo Rotary

Rotary approached the City of Antigo for various projects they could help with, and donate towards. Rotary chose the Pump Track at Railway Activity Park (1011 First Avenue), and is applying for funds from the Rotary Organization to assist with the project. I am requesting approval to accept funds from Rotary to be used towards the Pump Track at Railway Activity Park (1011 First Avenue) if awarded.



To: Mayor and City Council
From: Sarah Repp, Parks, Recreation, and Cemetery Supervisor
Date: July 11, 2022
Re: Approval to Allow Camp Susan to Utilize our Software for Camp Susan Reservations

The City of Antigo Park, Recreation and Cemetery Department currently allows community organizations to utilize our registration/reservation software to register participants for programming. We also work with the Antigo Unified School District for Summer School Registration. We have been approached by Camp Susan to accept reservations via our software as well. I am requesting approval to allow Camp Susan to accept reservations via our online software for an annual fee paid to the City of Antigo of \$500.00. Additionally, the Camp Susan Registrations will also be responsible for any processing fees assessed by the software.



To: Mayor and City Council
From: Sarah Repp, Parks, Recreation, and Cemetery Supervisor
Date: July 11, 2022
Re: Approval to Accept the NTC Ball Field Agreement

The City of Antigo currently maintains 6 ball fields (Al Remington Little League, Lake Park, North Clermont, Saratoga North & South, and Senior League). Kretz Park, is leased to and maintained by the Antigo Dugout Club.

During the spring and summer months we have the High School Baseball and Softball teams utilizing Lake Park, Senior League, and Little League. City Youth Leagues utilized North Clermont. The Antigo Dugout Club Little League, Stallions, Babe Ruth, and Legion utilize all remaining fields on Mondays and Wednesdays. Youth Softball utilizes all remaining fields on Tuesdays and Thursdays. We also have a Monday Night 45 & Older League, a Monday Co-ed League, and a Thursday Men's League.

Due to the number of leagues and teams field availability is an issue. We have considered open and available park property for an additional field, and the costs of establishing a field from scratch, but have not found this option feasible.

Just off of Forrest Avenue, and across the street from Elmwood Cemetery, NTC has a field, originally created by Al Fredrickson's father. The field was maintained by the Fredrickson family for many years. Currently, the field is maintained by volunteers (on an as needed basis), for use when other fields are not available.

After discussing with staff, NTC, and Mike Winter we are requesting approval to maintain the NTC field, and offer it as another option for teams looking to practice and play. We would manage reservations for the NTC field the same way we currently manage our other ball fields. Games are \$6/use, and practices are free.

Attached is the contract that Mike Winter has reviewed and approved.

Approval to manage the NTC field (Fredrickson Field) per the attached contract reviewed and approved by Mike Winter.

NTC Antigo Campus Sports Complex Use and License Agreement

This AGREEMENT (“**Agreement**”) is made and entered into this the ____ day of _____, 2022 (“**Effective Date**”) by and between Northcentral Technical College (“**Licensor**” or “**NTC**”), a Wisconsin Technical College with a mailing address of 1000 West Campus Drive, Wausau, Wisconsin 54401, and the City of Antigo Park, Recreation and Cemetery Department (“**Licensee**” or “**City**”), a municipal entity within the State of Wisconsin, with a mailing address of 700 Edison Street, Antigo, Wisconsin 54409.

RECITALS:

- A. Licensor is the owner of certain real property, the NTC Antigo Campus Sports Complex, located at the southeast corner of 312 Forest Avenue, Antigo, Wisconsin, 54409 in Langlade County, Wisconsin (“**Site**”). This Site is more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by this reference. Licensor desires to grant Licensee a license to use the Site to hold baseball/softball games and related training (“**Events**”) subject to the terms and conditions set forth herein.
- B. Licensee desires and intends to maintain the Site and shall use the Site for games, training, and educational purposes related to its Park and Recreation programs. For purposes of this Agreement, the Site includes access to and from the Site in connection with the operations of the Licensee.

NOW, THEREFORE, in consideration of the foregoing facts and the covenants and mutual promises contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. **GRANT OF LICENSE.** Licensor hereby grants to Licensee a limited license to use the Site under the terms and conditions of this Agreement.
2. **TERM.** The initial term (“**Term**”) of this Agreement shall commence as of the Effective Date and shall expire one (1) year after the Effective Date (“**Expiration Date**”) unless terminated sooner as hereinafter provided. The Agreement shall automatically renew upon expiration for four (4) additional one-year periods (collectively, the “**Term**”).
3. **LIMITED USE OF SITE.** Licensee, its employees, guests, invitees, agents, and contractors shall have access to all of the Site amenities including, but not limited to, baseball field, concession stand, dugouts, fencing, storage shed, and concession shed for the Term. Licensee shall use the Site for the following purposes (“**Allowed Purposes**”):
 - a. Softball/baseball game and tournament Events for both youth and adults and related training;
 - b. Educational purposes related to softball/ baseball or related matters;
 - c. Construction, maintenance, and repair of the Improvements; and
 - d. Other lawful purposes incidental to Licensee's performance or use hereunder.

4. **SPECIAL PROVISIONS.** Licensee shall be responsible for determining if the Site is in a condition such that an Event can be held. Licensee shall be responsible for establishing policies and procedures for safe operations and enforcing such policies and procedures at the Site for each Event.
5. **UTILITIES.** Licensee shall reimburse NTC for the cost of utilities consumed during the Term, including electricity. NTC shall invoice Licensee monthly with payments due in thirty (30) days.
6. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.** Licensor hereby expressly grants Licensee permission to construct (or cause to be constructed) permanent alteration, addition, or improvements on the Site ("**Improvements**") at the expense of Licensee and upon mutual consent of the parties. All Improvements shall be and remain at all times under the full ownership of Licensor and shall not in any manner or to any extent pass in title or ownership to the Licensee, its lenders, or others. Licensee shall perform all preparation of the site, maintenance, and repair of the Improvements at its own expense. Licensee need not obtain NTC's consent for temporary improvements made by Licensee on the Site necessary to produce an Event, including by way of example and not limited to, portable toilets, temporary electrical cords, and junction boxes, water hoses, temporary lighting, temporary fencing, equipment, generators, trailers, tents, temporary vendor facilities, trash receptacles, portable gazebos, and all other improvements of a similar nature. Licensee shall remove all such temporary improvements existing on the Site or Parking Lots at the conclusion of the Event. If the Licensee fails to remove any permanent or temporary additions to the Site, NTC or its designee may seize, impound, remove and destroy the same at the expense of the Licensee.
7. **PERMITS.** Licensee will obtain and maintain all permits and approvals required for Licensee's construction of the Improvements at its own expense. Licensor shall cooperate with Licensee and use Licensor's best efforts to assist Licensee with obtaining any and all necessary consent, approvals, and permits.
8. **SIGNAGE.** As a portion of the Improvements, Licensee shall install and maintain directional and informational signs upon mutual consent of the parties.
9. **REPAIRS, MAINTENANCE, AND CLEANUP.** Licensee shall at its expense keep and maintain the Site in good repair during the Term of this Agreement, including by way of example and not limited to, grounds maintenance, field striping, concession stand maintenance, dugout maintenance, fence maintenance, and pest control. Licensee agrees to repair, replace, or compensate NTC for any damage or excessive cleanup costs at the Site during the Term of this Agreement, as determined by NTC in its sole discretion.
10. **EVENTS OF TERMINATION.**
 - a. Termination of this agreement must be sent in writing by the party wishing to terminate the contract no later than thirty (30) days prior to the expiration of this Agreement, unless otherwise agreed by the parties.
 - b. If the City vacates or abandons the Licensed Site or fails to use the Site and Improvements as set forth in this Agreement and for a period of one (1) year, NTC

may terminate this Agreement by given written notice thereof to the City.

- c. NTC reserves the right to terminate this Agreement due to excessive damage caused by Events.
11. **COMPLIANCE WITH LAWS.** Licensee shall comply, and cause its employees, agents and subcontractors to comply, with all laws, ordinances and regulations applicable to the occupation, use or maintenance of the Site, and shall promptly comply and cause the same to comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or associated with the Site.
12. **RIGHT OF ENTRANCE.** NTC shall have the right to enter the Site at all times during the Term of this Agreement and shall have free access at all times to all spaces occupied by the Licensee, its employees, agents, and subcontractors.
13. **INSURANCE AND INDEMNIFICATION.**

- a. Licensee shall purchase a comprehensive public liability policy that covers the entire Term and that insures Licensee against liability arising from Licensee's occupation, use or maintenance of the Site. Licensee's coverage shall be in the amount of the following:

Minimum limits:

Aggregated – \$2,000,000;
 Products - \$1,000,000;
 Personal and Advertising Injury - \$1,000,000;
 and Each Occurrence - \$1,000,000

All such insurance shall name Northcentral Technical College as an additional insured. Licensee shall provide evidence of insurance to NTC upon request. All coverage maintained by Licensee shall be provided by companies registered and licensed to sell insurance in the state of Wisconsin and which may legally provide the coverage set forth herein, and shall provide that coverage will not be subject to cancellation, termination, revocation, or material change except after thirty (30) days prior written notice to NTC.

- b. Licensee shall indemnify and hold harmless and defend NTC and its officers, agents, employees, servants and representatives from and against any and all damages, injuries, death, dismemberment, lawsuits, liabilities, claims, costs, and expenses including reasonable attorney fees (hereinafter "Damages") arising in whole or part from:
 - (i) the occupation, use or maintenance of the Site by Licensee or anyone claiming by, through, or under Licensee;
 - (ii) acts of third parties; or
 - (iii) the breach of any of Licensee's representations, warranties, covenants, or agreements, hereunder, including Damages arising from the combined fault of Licensee and NTC, but excluding any Damages arising solely from the negligence or willful misconduct of NTC. The covenants contained in this paragraph shall survive the termination of this Agreement.
- c. If any third-party claim is made against NTC that, if sustained, would give rise to indemnification liability of the Licensee under this Agreement, NTC shall promptly

cause notice of the claim to be delivered to the Licensee and shall afford the Licensee and its counsel, at the Licensee's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

14. **NO THIRD-PARTY BENEFICIARIES.** This Agreement shall not create, imply, or constitute any right, title, or interest of Licensee, Licensee's guests or invitees, or any other party in, upon, or to the Property or otherwise, except as expressly set forth herein.
15. **ATTORNEY FEES.** In the event of any litigation hereunder, each party shall be responsible for its own attorney fees and court costs.
16. **FORCE MAJEURE.** NTC's failure or inability to provide the Site at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.
17. **REMEDIES.** Failure to cure a breach of a material term hereunder within thirty (30) days of Licensee's receipt of notice thereof shall entitle NTC to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Wisconsin. The parties acknowledge and agree that both parties had opportunity to consult counsel and participated in negotiating and drafting this Agreement; therefore, no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear or otherwise, in favor of or against any party by reason of that party's role in drafting this Agreement.
18. **CHOICE OF LAW.** Except to the extent governed by Federal law, regulations or rules, this Agreement shall be interpreted, construed and enforced in accordance with and governed by the laws of the State of Wisconsin and any litigation regarding this Agreement shall be maintained in the courts of Wisconsin.
19. **ASSIGNMENT.** This Agreement is not assignable without prior approval.
20. **SEVERABILITY.** In the event any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.
21. **MODIFICATIONS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by NTC and Licensee.
22. **WAIVER.** Failure by NTC to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by NTC of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
23. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the

parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understanding, negotiations and discussion of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them. Section headings are for convenient reference only, and shall not be used to interpret or construe the provisions of this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute but one Agreement. Signatures exchanged by facsimile or electronic transmission shall be deemed original signatures.

24. **INDEPENDENT CONTRACTOR.** This Agreement does not create an employee/employer relationship between the parties. Licensee is an independent contractor and NTC is not a partner of or joint venturer with Licensee. In the performance of the services, work, duties, and obligations under this Agreement, it is mutually understood and agreed that Licensee is at all times serving as an independent contractor providing services as an independent contractor. Further, Licensee shall not at any time or times use the name or credit of NTC in purchasing or attempting to purchase any advertising, equipment, supplies, property, services, or other things whatsoever.
25. **NOTICES.** Any notices to be delivered hereunder shall be delivered to Licensor and Licensee at their respective addresses as set forth above. Except as otherwise provided herein, all notices shall be deemed given when deposited postage-paid, certified mail, return receipt requested, in the United States mail, or personally delivered to the appropriate party.
26. **WAIVER.** The failure of either party to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of any such provisions, nor in any way affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce any such provisions. No waiver of any breach of this Agreement shall be deemed a waiver of any other or subsequent breach, whether of the same provision or otherwise.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement as of the Effective Date.

NORTHCENTRAL TECHNICAL COLLEGE

By: _____
 Name: _____
 Its: _____

City of Antigo

By: _____
 Name: _____
 Its: _____

APPENDIX A
NTC Antigo Campus Sports Complex
Site Map



Attachment: NTC ANTIGO CAMPUS SPORTS COMPLEX LICENSE AGREEMENT RML FINAL 6.9.22 (5622 : NTC Ball Field Agreement)