

# City of Wisconsin Dells Parks, Recreation, & Waterway Committee

Meeting Agenda

Monday Feb 1, 2015 5:30 PM

300 La Crosse St Wisconsin Dells, WI 53965

Chairperson: Jesse DeFosse

Committee Members: Mike Warnke, Tammy Mayer, Joey Van Dinter,  
Becky Gussel, Lauren Witcha, Gordon Priegel

1. Call to order and note attendance
2. Approval of the December 14, 2015 Meeting Minutes
3. Discussion and Decision on Game Day USA Baseball Field Agreement.
4. Discussion and Decision on 2016 Dells/Delton Park and Rec Program Guide.
5. Items for Referral
6. Adjournment

Aldersperson Jesse DeFosse, Chairperson  
Posted and Distributed – January 29, 2016

**Open Meetings Notice: If this meeting is attended by one or more members of the Common Council who are not members of this committee, and their attendance creates a quorum of the Common Council, this meeting may technically be considered a meeting of the Common Council for the purposes of the Wisconsin Open Meetings Law. Please be advised that upon reasonable notice, the City of Wisconsin Dells will furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in meeting activities.**

**PARKS, RECREATION, AND WATERWAYS COMMITTEE**

CITY OF WISCONSIN DELLS 300 La Crosse St

WISCONSIN DELLS, WI 53965

**Dec 14, 2015**

1. Chairperson DeFosse the meeting to order at 5:30 P.M. Notice of the meeting was provided to the Dells Events, WNNO Radio, and posted in accordance with State Statutes.

Present: Chairperson DeFosse, Mike Warnke, Joey Van Dinter, Tammy Mayer, Becky Gussel, Thad Meister

Others: Carey Fuller, Nancy Fuller from Dells Gymnastics, Sam Mayer

Excused: Lauren Witecha, Gordon Priegel

2. Motion by Mayer seconded by Van Dinter to approve the agreement with Carey and Nancy Fuller, Dells Gymnastics, to lease space in the Rec Center. This agreement is approved contingent on adding the following items. Item 1 - The contract is Non-Transferable, Item 2 - The contract will be reviewed annually, and Item 3 - Each party would provide a 60 day notice if they were to cancel. Motion carried unanimously.
3. Motion by Warnke and seconded by Gussel to approve the new Park Shelter Rental Form. Motion carried unanimously.
4. Items for referral are Game Day USA agreement.
5. Motion by Warnke and seconded by Mayer to adjourn at 6:00 PM. Motion carried unanimously.

Thad Meister

Parks, Recreation, & Waterway Director



**PARTNERSHIP AGREEMENT**  
**GAME DAY USA AND CITY OF WISCONSIN DELLS & VILLAGE OF LAKE DELTON PARKS**  
**AND RECREATION DEPARTMENT**

This agreement between Game Day USA, Inc. ("Game Day USA") and City of Wisconsin Dells & Village of Lake Delton Parks and Recreation Department (WDL D – Parks & Recreation Dept) is for the purpose of providing youth baseball and/or softball events that have a positive impact on the local economy (restaurants, attractions, retail stores, etc.) and tax base as well as provide an additional source of revenue for the WDL D Parks & Recreation Dept.

**Recitals**

- A. Game Day USA is a sports management company, based in Naperville, Illinois, that is in the business of producing athletic events in family friendly vacation destinations; and
- B. WDL D Parks & Recreation Dept is home to excellent sports facilities including; Rotary Park, Veterans Park, Kaminski Park, and Captain Bob's Park.

**Dells/Delton Parks and Recreation Dept agrees to:**

- 1. Make the fields available for the entire day(s) of the event. **Tournaments:** Friday, Saturday, Sunday. Local field needs will come first, but WDL D Parks & Recreation will make every effort possible to avoid conflicts on Tournament Days
  - a. Rotary Park – 2 Fields
  - b. Kaminski Park – 2 Fields
  - c. Veterans Park – 2 Fields
  - d. Cpt. Bob's Park – 2 Fields
- 2. Inform Game Day USA of any local scheduling needs prior to scheduling on Monday for the upcoming week
- 3. Handle all aspects of the upkeep and maintenance of its ball fields during the event, which includes dragging and lining all fields, irrigation and watering, lights, restroom maintenance, trash pickup, and diamond dry(if necessary). Every reasonable effort will be made to control the above. If any questionable circumstances arise such as, but not limited to, weather or electrical issues with lights, this will be discussed at that time between the Game Day USA Tournament Director and a WDL D Parks & Recreation Staff Member to can to an agreeable resolution.
- 4. Manage and staff the food and beverage concession facilities and retain 100% of the profits from food and beverage concessions.
- 5. If Game Day USA cancels the day/days of the tournament due to surrounding communities' fields being rained out, but the WDL D Parks are playable within a reasonable amount of time, 50% of the rental rate will be due for the remainder of the day. If the fields are not playable, no rental rate will be due but staff time will still be observed for work done in attempt to ready the fields for play.

**Game Day USA agrees to:**

1. Oversee marketing and promotion for the event, including recruitment of all participants.
2. Accept all registrations by phone, mail and internet for the event.
3. Handle pre-event and on-site event management including staffing, posting of schedules and results, rules interpretation, bracket boards, dispute resolution, coaches meeting, etc.
4. Communicate with the WDLD Parks & Recreation Dept in advance of posting any schedules for field conflicts due to other usage.
5. Provide a copy of the Final Event Schedule on Tuesday prior to each weekend event allowing for proper maintenance and concession planning.
6. Furnish a certificate of insurance for the event, naming WDLD Parks & Recreation Department as additional insured.
7. Hire professional and experienced event staff and umpires to manage and officiate the event, and compensate them for their time, travel expenses, and accommodations.
8. Require Game Day USA staff members to assist with enforcement of "No Carry In Policy" at the various parks, when applicable.
9. Reserve the right to recruit event sponsors and vendors.
10. Purchase individual and team awards for participants, and present them to the championship teams.
11. Set up a souvenir booth on-site, and retain profits from tournament t-shirts and other souvenir items. Any souvenir sales other than t-shirts will require prior approval by WDLD Parks & Recreation.
12. Issue a check to WDLD Parks & Recreation for field rental. Rental fees will be established and discussed with Game Day USA and City of Wisconsin Dells Parks Committee.
13. Issue individual checks for the WDLD Parks & Recreation Grounds Crew on the Monday following the event. If hours are not reported to Game Day USA Staff in timely fashion, there will be a delay in the issuing of these.
14. Reimburse for field materials and utilities used at a rate set by WDLD Parks & Recreation and agreed to by Game Day USA.
15. Game Day USA will not charge participants and families a daily gate fee for these events.
16. Insurance Requirements – It will be the responsibility of Game Day USA to purchase liability (at least \$1,000,000 per occurrence / \$2,000,000 annual aggregate limits), property insurance and workers compensation insurance (statutory limits) to protect Game Day USA, the City of Wisconsin Dells and the Parks and Recreation Department. Game Day USA will provide a current Certificate of Insurance that names the City of Wisconsin Dells, its employees and elected officials as additional insureds. The Certificate of Insurance will provide the City of Wisconsin Dells with at least a 60 day notice of cancellation, nonrenewal or material change. Further the Certificate of Insurance will reference that coverage is provided for the Indemnification Clause that Game Day USA agrees to. The intention of this coverage is to protect Game Day USA and the City of Wisconsin Dells for any loss to program equipment and injury to any participant of these programs.

**INDEMNIFICATION**

17. Game Day USA hereby agrees to indemnify, defend and hold harmless the of Wisconsin Dells and Village of Lake Delton, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Game Day USA or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Wisconsin Dells and Village of Lake Delton, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The

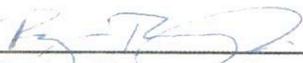
obligation to indemnify, defend and hold harmless the City of Wisconsin Dells and Village of Lake Delton, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Wisconsin Dells and Village of Lake Delton, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Game Day USA shall reimburse the City of Wisconsin Dells and Village of Lake Delton its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that Game Day USA employs other persons, firms, corporations or entities (subcontractor) as part of the work covered by this Agreement, it shall be Game Day USA's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Wisconsin Dells and Village of Lake Delton, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

**The agreement shall apply to the following event dates for 2016, 2017, 2018. This agreement can be reviewed annually if required.**

- **June 3 – 5, 2016 (Tournament Weekend)**
- **June 10 – 12, 2016 (Tournament Weekend)**
- **June 17 – 19, 2016 (Tournament Weekend)**
- **June 24 – 26, 2016 (Tournament Weekend)**
- **July 1 – 3, 2016 (Tournament Weekend)**
- **July 8 – 10, 2016 (Tournament Weekend)**
- **July 15 – 17, 2016 (Tournament Weekend)**
- **July 22 – 24, 2016 (Tournament Weekend)**

The term of the agreement shall be for the dates listed above with Game Day USA having the Right of First Refusal for corresponding dates in 2017 and 2018.

The parties have executed this Agreement on (date) \_\_\_\_\_

By: x  4/21/16  
Authorized Representative  
Game Day USA

x \_\_\_\_\_  
Authorized Representative  
Wisconsin Dells Lake Delton Parks and Dept