

**City of Whitewater**  
**Parks and Recreation Board Agenda**  
**Monday, April 4, 2011 - 5:00pm**  
Cravath Lakefront Room - 2nd Floor, City Municipal Building  
312 W. Whitewater St. Whitewater, WI 53190

**Call to Order and Roll Call**

**Consent Agenda:**

CA-A	Approval of Parks and Recreation Board minutes of March 14, 2011
------	--

**Hearing of Citizen Comments:**

No formal action will be taken during this meeting, although issues raised may become part of a future agenda. Participants are allotted a 3 minute speaking period. Specific items listed on the agenda may not be discussed at this time; however, citizens are invited to speak to those issues as designated in the agenda.

**Staff Reports:**

Parks & Recreation Director	1) Park Maintenance Update: shelter roofs (lower Starin, Big Brick), turf management on ball fields and Cravath; 2) Make A Difference Day; 3) Tour de Triangle; 4) Field of Dreams Benefit
Recreation & Community Events Programmer	Summer Brochure & Programs
Senior Coordinator	1) Easter Bunny Luncheon; 2) Upcoming Training

**Considerations:**

C-1	Discussion and award of bid for prescribed burn service at Meadowsweet Park and Whitewater Effigy Mounds Preserve
C-2	Discussion and review of Parks & Recreation Services Survey
C-3	Discussion and approval of agreement with the Whitewater Youth Football League (WYFL)
C-4	Schedule Annual Park Tour & May Meeting
C-5	Request for future agenda items
C-6	Adjourn

# Memo

**To:** Parks and Recreation Board  
**From:** Matt Amundson, Parks and Recreation Director  
**Date:** March 31, 2011  
**Re:** Parks & Recreation Board Meeting: April 4, 2011

---

## **C-1 Discussion and award of bid for prescribed burn service at Meadowsweet Park and Whitewater Effigy Mounds Preserve.**

An rfp was sent to a list of firms that provides these types of services. A total of 5 proposals were received and I am recommending moving forward with Midwest Prairies LLC who submitted the low bid on the project. A summary of proposals received includes:

Midwest Prairies LLC	\$1,065
NES Ecological Services	\$1,620
Tallgrass Restoration, LLC	\$2,300
Applied Ecological Services	\$6,360
EC3 Environmental Consulting Group	\$7,850

## **C-2 Discussion and review of Parks & Recreation Services Survey**

As a follow-up from the last meeting, I have been working on the development of the survey and would like the Board to review, comment, and offer suggestions as we work to finalize the survey document. I anticipate sending the draft version of the survey to the Board on Friday.

## **C-3 Discussion and approval of agreement with the Whitewater Youth Football League (WYFL)**

In discussions with the league and shared resources between the WYFL and City we have discussed formalizing an agreement that would allow the league to offer online registration through the City. I feel that this partnership benefits the league, the City, and most of all the community members who participate in the program. I have included a copy of the agreement.

## **C-4 Schedule Annual Park Tour & May Meeting**

The May meeting over the past few years has served as our organizational meeting welcoming new members as well as having a Park Tour and meal. I'd like to see what the Board would like to do this year as well as schedule this event. The 1<sup>st</sup> Monday in May is May 2<sup>nd</sup>.

Your consideration of these matters is greatly appreciated.

Thanks!  
Matt Amundson,  
Parks & Recreation Director

**Agreement Between**  
**The City of Whitewater**  
**and**  
**Whitewater Youth Football League (WYFL)**

**I. THE PARTIES**

- 1.01 The City of Whitewater, a Wisconsin municipal corporation, doing business at 312 W. Whitewater Street, Whitewater, Wisconsin (“City”).
- 1.02 The Whitewater Youth Football League, having its offices at \_\_, Whitewater, WI 53190 (“WYFL”).

**II. THE RECITALS**

***WHEREAS,***

- 2.01 The City and WYFL have a mutual interest in serving youth interested in football in the greater Whitewater community.
- 2.02 WYFL has an active youth football program and by formalizing the partnering with the City, the WYFL would benefit by being able to offer on-line registration along with improved coordination with hiring practices for officials.

**III. THE AGREEMENT**

***NOW, THEREFORE, it is agreed between the parties as follows:***

- 3.01 The recitals are hereby made a part of the Agreement.
- 3.02 The City will offer program registration services for the WYFL, including on-line registration
- 3.03 The City will coordinate hiring of officials with the WYFL to ensure that all officials are City employees. The City will comply with all State and Federal laws regarding hiring of seasonal employees, track payroll hours, and pay the seasonal officials.
- 3.04 The WYFL agrees to train all officials for their youth program and supervise game activity.
- 3.05 The WYFL agrees to make all trainings for coaches available to flag football coaches and co-offer these opportunities with the Parks and Recreation Department’s flag football program.

- 3.06 The WYFL agrees to make their program available to anyone who would otherwise be able to participate in a similar program if sponsored solely by the City of Whitewater's Parks and Recreation Department.
- 3.07 In exchange for providing such services as set forth in this agreement, the City will issue a check to the WYFL for revenue collected during registration. The City will subtract any service charges accrued due to collection of WYFL registration.
- 3.08 Upon completion of the season, the City shall submit an invoice to the WYFL for payment of officials utilized by the WYFL.
- 3.09 The WYFL shall provide to the City a Certificate of Insurance naming the City as an additional insured.
- 3.10 Either party shall have the option to cancel this agreement upon providing the other with a ten day written notice of cancellation. In the event of cancellation, the amount due from the City to the Club shall be prorated. Additionally, the agreement should be reviewed the 1<sup>st</sup> of each subsequent year for approval by the Whitewater Parks and Recreation Board and the Whitewater Youth Football League Board.

#### **IV. SEVERABILITY**

- 4.01 In the event that any part of this agreement is found to be illegal, it shall be stricken from the Agreement and the Agreement interpreted as if that clause did not exist. This Agreement shall not be construed to modify, replace or in any way amend any terms of the lease between Lessee and the City.

#### **V. INDEMNIFICATION**

- 5.01 **For good and valuable consideration as set forth in this agreement, the WYFL agrees to indemnify, defend and hold harmless the City and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs (including attorney fees) arising out of this agreement, caused in whole or in part by the WYFL, its officers, officials, employees, agents or anyone for whose acts they may be liable, except where caused by the sole negligence or willful misconduct of the City.**

#### **VI. SUBSEQUENT AMENDMENTS**

- 6.01 Any subsequent amendments, modifications or the like to this agreement shall be by mutual written agreement and signed by all parties.

**[SIGNATURES CONTINUED ON THE NEXT PAGE.]**

***IN WITNESS WHEREOF***, the parties have caused the foregoing instrument to be executed in three  
(3) original counterparts on this \_\_\_\_\_ day of April, 2011.

***WHITEWATER YOUTH FOOTBALL LEAGUE (WYFL)***

BY: \_\_\_\_\_  
Tom Grosinske, President

***CITY OF WHITEWATER***

BY: \_\_\_\_\_  
Matt Amundson, Parks & Recreation Director