



## OFFICIAL NOTICE AND AGENDA

Notice is hereby given that the Parks and Recreation Committee of the City of Stoughton, Wisconsin will hold a regular or special meeting as indicated on the date, time and location given below.

Meeting of the:

Date /Time:

Location:

Members:

### **PARKS AND RECREATION COMMITTEE OF THE CITY OF STOUGHTON**

**Wednesday, November 2, 2011 @ 5:30**

**Hall of Fame Room/City Hall (381 E Main St, Stoughton WI 53589)**

Sonny Swangstu, Dave McKichan, Eric Olstad, Greg Jensen, Donna Olson

CC:

Attorney Matt Dregne, Department Heads, Stoughton Newspapers, Pili Hougan, Tamara Bader-Fleres, Debbie Blaney, Debbie Myren, Sean Brusegar, Council Members

\* Note-For security reasons, the front doors of the City Hall building (including the elevator door) will be locked after 4:30 p.m. If you need to enter City Hall after that time, please use the entrance on the east side of City Hall (the planning department door). If you are physically challenged and are in need of the elevator or other assistance, please call 873-6677 prior to 4:30 p.m.

#### **Item # CALL TO ORDER**

1 Communications:

#### **Item # OLD BUSINESS**

2 Dream Park Playground Location

3 Mandt Park Pool Upgrade

4 Youth Center Programming Contract

5 Snowmobile Trails

6 Memory Walk Shelter Update

7 Parks and Recreation BFO Offers

#### **Item # NEW BUSINESS**

8 October 5, 2011 Minutes

9 Future Agenda Items

#### **ADJOURNMENT**



## **PARKS AND RECREATION COMMITTEE MEETING MINUTES**

Wednesday October 5, 2011

Hall of Fame Room

Present: Alderpersons Greg Jenson, Dave McKichan, Sonny Swangstu, Mayor Donna Olson and Parks and Recreation Director Tom Lynch

Absent and Excused: Eric Olstad

Guests: Greg Hoyte

### **Call to Order**

By Swangstu at 6:00 PM

#### 1. Communications

None

### **Old Business**

#### 2. Youth Center Programming

Lynch and Greg Hoyte talked about the proposed Youth Center Program. The program is possible because of an ongoing \$50,000 grant from the Bryant Foundation. The City's commitment for the program will be the same. The program will focus on giving students the tools to be successful adults. Increased fundraising opportunities will both enhance the program and help with basic operations.

*Motion by McKichan, seconded by Jenson, to recommend to Council to accept the Youth Center Program option. Motion passed 4-0.*

*Motion by McKichan, seconded by Jenson, to recommend to Finance to accept the Youth Center Agreement for Program Director, contingent on Friends of the Stoughton Area Youth Center and City attorney approval. Motion passed 4-0.*

#### 3. Dream Park Playground

The committee talked about possible locations for the proposed inclusive Dream Park playground. Beth Kohlhoff and Jennie Masten, leaders of the project, would like to move the location to East Park based on a recommendation from Randy Nelson of the Street Department. The committee directed staff to evaluate Bjoin Park and others before making a decision.

#### 4. Mandt Park Pool Upgrade

Lynch asked the committee to move forward a motion to allow the Parks Development Funds to be accessed in 2011 to start the project. It was his feeling that if the work didn't start this year the pool may not be ready in June. The committee wanted the process to of approving the CIP and budget to continue as scheduled and that it might be possible to do this in November.

### **New Business**

#### 5. Approval of September 14, 2011 Minutes

*Motion by Jenson, seconded by McKichan, to approve the minutes from September 14, 2011.*

*Motion passed 4-0.*

#### 6. Snowmobile Trails

Lynch brought three snowmobile trail locations for approval. The committee felt there was another location being used that should be included and asked that the item return at the next meeting.

#### 7. Memory Walk Shelter

A misunderstanding occurred during development of the Memory Walk project resulting in funds in the project account being short for the bills that remained at large. Lynch reported that Diane Anderson, leader of the project, would be able to cover the costs except for the shelter construction at this time. She asked that the committee consider covering the cost of the shelter.

There are two grants pending that may cover the approximate deficit of \$4,500. Lynch will work with Mrs. Anderson to find a solution.

*Motion made by McKichan, seconded by Jenson to recommend to Finance to not fund the cost of the shelter at Memory Walk at this time and that the funds be replaced through more fundraising.  
Motion passed 4-0*

#### 8. Future Agenda Items

Youth Center program  
Mandt Park Pool  
Snowmobile Trails  
Dream Park Location  
Racetrack Parking  
Park Planning

#### **Adjournment**

*Motion to adjourn at 7:35 by Jenson, seconded by McKichan. Motion passed 4-0.*

## Norse Park Playground Option



Map Printed On {2011-10-27 09:26}



# De Troll Hull

## A Plan to Re-invent the Mandt Park Pool

The Parks and Recreation Department, along with the Street Department and Parks Maintenance, would like to bring a new excitement to Stoughton and the Mandt Park Pool. We believe that by making a few changes, adding large inflatable play structures and an improved water treatment we will turn the “Mud Hole” into a destination that the City can be proud of.



### How We Get There

**Remove the diving board and platform** The platform needs rebuilding; the area requires a guard; not used enough; safety concern.

**Re-shape the basin** Fill in the diving well; create the most depth in the center; reduce the circumference of the basin to add beach space on the back side.

**Purchase large inflatable play equipment** Use either the park development fund and/or by fund raising with civic groups and business. Also purchase several umbrellas and lawn chairs for







**Complete and operate concession stand** Finish off the concession room on the new shelter section. We would either operate the concessions or contract it out to a non profit. The room would be constructed in a way to service larger gatherings

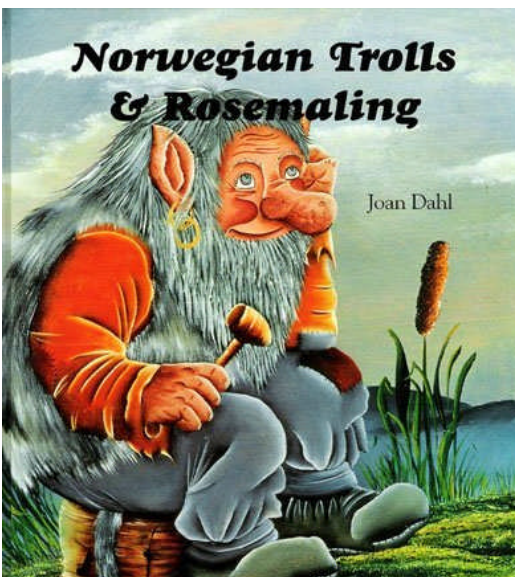
**Hosting birthday parties** New revenue streams would be sought to help fund the facility. Space would be reserved to facilitate groups for this purpose



**Improve the water quality** Change from chlorine to a ultra-violet system, for disinfecting water. Chlorine is going up and price and presents a distribution risk to the staff.

**Install aeration system** This will improve water quality from an algae standpoint.

**Apply bio chemicals** to the water to improve the clarity as well as the cleanliness. We currently pass testing but this would take the pool to an improved level.



**Create a Norwegian Theme** Work with a civic group, church or business to change the look and feel of the pool. I suggest creating a Norwegian theme with colors, pictures, rosemaling, troll references, and terminology.

**Increase daily fee** We believe that making the above changes will increase the demand at the pool. Raising the fee to cover costs would be accepted by the public as well as outside visitors.

## How We Pay for This

### Use the Park Development Fund (Current balance \$55,000)

Fund raising will supplement the project by allowing additional play structures as well as reduce the need to use all of the allocated funds from the fund.

We feel the Park Development Fund is perfect for this project. Rarely does a project come along that changes a perceived negative to a positive, upgrades a facility, attracts people from out of the City, and reduces the pool operating budget.

<b>Cost:</b>	Summit	\$7,995
	Wibit AquaTrack	\$9,500
	Freefall 6'	\$2,095
	Splashmat	\$1,220
	Pool Lawnchairs	\$3,000
	Beach Umbrellas	\$1,500
	Aeration	\$3,793
	UV System	\$4,761
	Box and Electrical	\$1,000
	Concession Stand	\$5,000
	Basin Preparation	\$1,000
	<b>Total from Park Dev</b>	<b>\$40,864</b>



<b>Budget:</b>	BFO Proposed for 2012	\$21,454
	Projected with changes	\$ 8,314
	Proposed sinking fund	\$ 4,000 (for replacement of structures and equipment)
	2012 Savings	\$ 9,140
	New Proposal for 2012	\$12,314
	Savings realized from:	
	Lower chemical costs	\$ 3,140
	Increased projected revenue	\$10,000



**Before**



**After**

**YOUTH CENTER AGREEMENT FOR POSITION OF PROGRAM DIRECTOR**

~~Agreement~~ This agreement ("Agreement") is made by and between the City of Stoughton, Wisconsin, a municipal corporation, with its principal offices located at 381 East Main Street, Stoughton, Wisconsin 53589 ("the City"), and the Friends of the Stoughton Area Youth Center ("FSAYC"), a Wisconsin non-stock corporation, with its principal office located at 381 East Main Street, Stoughton, Wisconsin 53589;.

WHEREAS, the parties hereto have a continuing interest in making available for Stoughton-area young people (primarily middle school students, with some programming for high school students) space and supervised programming for activities after school, on days school is closed, and on weekends, so that young people have a safe, supervised place and positive activities to be involved in outside of school on a regular basis; and

WHEREAS, the City has provided in the past, and can provide in the future, space for a youth center ("the Center"), serving middle and high school age persons.

WHEREAS, FSAYC is willing to provide a program director ("Program Director") who can provide programming, and activities for the Center, and for Stoughton-area young people; and

WHEREAS, the parties hereto desire to collaborate for the future on provision of a youth center, staff, management, activities, ~~over-site~~oversight and fundraising for the benefit of Stoughton-area young people.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The City shall maintain the lease ~~providing~~ the space for the Center at the building located at 567 E. Main Street, Stoughton, Wisconsin 53589. The City shall be responsible for all improvements and fixtures in the ~~B~~building necessary to establish the Center at that location. The City shall be



responsible for renting the space from Stoughton Trailers Inc. for the cost of the yearly taxes.

**Comment [EHS3]:** Is there a lease in place? What are the terms of that lease? We should look at this to determine if the lease and this agreement might interfere with each other.

2. The fixtures, equipment and materials in and for the Center and all contents, including, but not limited to, video games and equipment, stereo(s), CDs, furniture and furnishings, shall be and are the property of the City. Computers and work stations, software and other hardware for the Center, purchased with a

Wisconsin Advanced Telecommunications Foundation (WATF) grant, shall be and are the property of the Stoughton Area School District ("SASD").

Comment [EHS5]: Is this correct?

3. The City will ~~also~~ provide insurance on the real estate, and on the personal property and other contents of the Center ~~which~~ that are owned by the City.

4. The City shall provide and pay for utilities for the Center, including electric, water, and natural gas.

5. The City shall provide for maintenance of the building, equipment, and grounds of the Center. This obligation shall include snow removal and normal maintenance in keeping the aforementioned building, equipment and grounds in as good a condition as at the initiation of this agreement, normal wear and tear excepted. FSAYC, through its ~~p~~Program ~~D~~irector, and contemplating a youth work experience program, will provide the mowing and building cleaning.

6. While the SASD shall be responsible for repairs and replacement of computers and related equipment that ~~the are School District~~ SASD is responsible for property, ~~Re~~pairs or replacement of computers due to vandalism will be the responsibility of the City.

Comment [EHS6]: Should SASD be a party to this agreement?

7. The City shall contribute to FSAYC an annual sum of at least \$20,000.00 to assist in hiring and employing a ~~P~~program ~~manager~~ Director.

~~8. FSAYC shall hire a Pprogram manager-Director and, as funds allow, other staff. FSAYC shall also manage the donations for the Center. The Program Director and others who staff activities at the Center shall be employees of FSAYC.~~ The initial ~~P~~program ~~D~~irector shall be Greg Hoyte.

Comment [EHS7]: Meaning unclear.

8.

9. FSAYC, in cooperation with the City and through its ~~P~~program ~~D~~irector, shall pursue ~~grant writing and contribution of funds~~ fundraising for the Center from Dane County individuals, businesses, service clubs and other organizations. FSAYC shall manage the donations for the Center.

Comment [EHS8]: Who do the donated funds belong to – FSAYC or the City?

10. FSAYC, through its ~~P~~program ~~D~~irector, shall provide ~~staff~~ activities for the Center. Staff shall be funded by the FSAYC using ~~grants~~ donated funds and budgeted money from the City.

**Comment [EHS9]:** What are "staff activities"? Should this say "provide and staff activities"?

11. The Center and the FSAYC ~~P~~program ~~D~~irector shall operate under the oversight of the City of Stoughton Parks and Recreation Department. ~~FSAYC will assist in fundraising and manage the funds raised, in addition to providing the programming director.~~

**Comment [EHS10]:** What does this mean exactly? Does this expose the City to liability for FSAYC operations, to employees, for claims, etc.?

12. Notwithstanding ~~the above~~, the FSAYC ~~P~~program ~~D~~irector is authorized to conduct the ~~Youth~~ Center activities as stated in the first WHEREAS clause. Any other ~~organized~~ use(s) of the Center must have the prior agreement of the City in accordance with the City Building Use Policy.

**Comment [EHS11]:** Does this mean exactly? Does this expose the City to liability for FSAYC operations, to employees, for claims, etc.?

**Comment [EHS12]:** Meaning unclear.

13. FSAYC, through its ~~P~~program ~~D~~irector, shall report attendance data to the City, as is reasonably requested.

~~14. The City shall establish fees, policies, and terms and conditions for use of the Center by others those other than FSAYC.~~

~~15.~~14. This agreement may be terminated without cause by either party on ~~one year's written notice~~. This agreement may be terminated by FSAYC upon 60 days' written notice in the event FSAYC does not have sufficient funds to pay the cost of the ~~p~~Program ~~D~~irector. In that case any funds remaining from those donated by the City in that year shall be returned.

**Comment [EHS13]:** It might help to tie this to the lease expiration/renewal date so that the City doesn't have to rent the space for an entire year if the Center will only be open for part of that year.

~~16.~~15. All notices, consents, demands, statements, communications, presentations and requests which may be or are required to be given by either party to the other shall be in writing and shall be delivered in person or sent by United States mail addressed as follows:

City of Stoughton  
~~c/o~~ Tom Lynch  
381 East Main Street  
Stoughton, WI 53589

**Comment [EHS14]:** Should identify an official to receive notices (e.g., City Clerk).

FSAYC  
c/o Eric Hohol  
1716 Roby Rd.  
Stoughton, WI 53589

Formatted: Indent: First line: 0.5", No bullets or numbering

~~17.~~ The date of personal delivery or mailing shall be conclusively deemed to be the date on which a notice, consent, demand, presentation or request is given or made. Either party's address may be changed at any time or from time to time by notice given to the other party as herein provided.

~~18.~~16. This document constitutes the entire agreement between the parties, and supersedes any other prior written or oral agreement of the parties.

~~19.~~17. This agreement shall be amended only by mutual agreement of the parties, set forth in writing, and attached to this agreement.

18. This agreement shall bind the parties, as well as their respective successors and assigns. This agreement shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.

~~20.~~19. The undersigned warrant and represent that each has the authority to sign this agreement on behalf of the party represented.

CITY OF STOUGHTON

\_\_\_\_\_  
Date Donna Olson  
Mayor~~City of Stoughton~~

ATTEST

\_\_\_\_\_  
Date Kelly Michaels  
City Clerk

FRIENDS OF THE STOUGHTON AREA YOUTH CENTER

\_\_\_\_\_  
Date By: \_\_\_\_\_  
~~Friends of the~~



Stoughton Area Youth Center  
Name:

Title:

### **Youth Center Programming Project**

- Goal:** To provide a complete programming option to the Stoughton Area Youth Center.
- Solution:** The City will contract with the Friends of the Stoughton Area Youth Center who will contract with Greg Hoyte to implement the program, "Hands on Tools for Success" at the SAYC.
- The Program:** Hands On Tools for Success provides programming designed for students in grades 5-12 that provides the opportunity to build skills which will improve scholastic ability, participate in community service and eventually allow them to be qualified to either attend college or enter the workforce fully prepared to excel in the field of their choice.

The participants in this program will learn study, and time management skills, interviewing techniques, financial management, team building, and career assessment. This program centers on the relationships of adult professionals mentors and teen participants.

The program also includes daily and weekly activities that include baking and cooking, family movie nights, computer programming, an entrepreneur program, gardening, fitness, dance, lock-ins, day trips, band nights, social issue classes and expanded hours.

An Adventure Day Camp and Leadership Camps will be run in the summer as both a Youth Center program and a fund generator. This week long program will be action packed and will offer campers an opportunity to take part in many challenging outdoor activities. These new experiences are designed to promote self-confidence and build trust including teambuilding challenges, canoeing, hiking, and will culminate with an overnight campout. This is a program which will foster the development of positive social and learning skills. The result is a community in which campers have fun as they build and maintain healthy relationships, increase self-esteem, and improve their ability to learn. The center will also be used to bring the community in, during non YC program hours, for other uses such as a space for parents of young children, baby sitting classes, dance, and fitness programs.

The program will operate for students after school from 3-6 PM, and on non-school days from 12-6 PM. There will be programming on selected weekend nights from 7-10 PM. Expanded hours will be created based on funding and staffing.

Fundraising in and outside of the community will be an important component to provide activity opportunities.

Interns for local colleges and volunteers will be used to supplement staffing at the center. The Assistant Youth Center Manager position will be maintained as funding is available.

Price: \$64,000 for wages and benefits.

\$6,000 for staff and program needs.

Funding: \$20,000 from the City of Stoughton

\$50,000 from an Anonymous donor

Payments would come from the Friends of the Stoughton Area Youth Center on a contract basis.

Oversight: The City of Stoughton through the Common Council, Parks and Recreation Committee, Mayor and Parks and Recreation Director while working with the Friends of the Stoughton Area Youth Center, will have oversight of the Youth Center operations and the contracted program.

City Budget:

**Revenue**

Rental Income	\$14,400
Special Events	\$ 3,000
Donations	\$ 7,000
Dane County Grant	\$ 8,000
United Way Grant	\$14,000
	<b>\$46,400</b>

**Expenses**

**Personnel**

Salary-Recreation Director	\$16,703
Benefits-Youth Center	\$ 2,392
Health Ins-Recreation	\$ 4,305
	<b>\$23,400</b>

**Operating**

Telephone	\$ 2,500	
Program Contract	\$20,000	
Utilities	\$13,000	
Maintenance	\$ 3,900	*reduced \$3,600
Rent (prior year taxes)	\$10,000	
Operating Supplies	\$ 1,000	

**\$50,400**

**Cost to City \$27,400**

MUNICIPAL CODE  
Chapter 70 - TRAFFIC AND VEHICLES  
ARTICLE III. - SNOWMOBILES

## ARTICLE III. - SNOWMOBILES

[Sec. 70-71. - State snowmobile laws adopted.](#)  
[Sec. 70-72. - Penalty.](#)  
[Sec. 70-73. - Enforcement.](#)  
[Sec. 70-74. - Snowmobile routes and trails designated.](#)  
[Sec. 70-75. - Additional regulations.](#)  
[Secs. 70-76—70-100. - Reserved.](#)

### Sec. 70-71. - State snowmobile laws adopted.

(a) Except as otherwise specifically provided in this section, the statutory provisions describing and defining regulations with respect to snowmobiles in the following enumerated sections of the Wisconsin Statutes are adopted by reference and made a part of this section as if fully set forth in this section. Acts required to be performed or prohibited by such statutes are required or prohibited by this section.

.....

#### Wisconsin Statutes

Section	Description
346.02(10)	Applicability of rules of road to snowmobiles.
350.01	Definitions.
350.02	Operation of snowmobiles on or in the vicinity of a highway.
350.03	Right-of-way.
350.04	Snowmobile races, derbies and routes.
350.045	Public utility exemptions.
350.05	Operation by youthful operators restricted.
350.055	Safety certification program established.
350.07	Driving animals.
350.08	Owner permitting operating.
350.09	Headlamps, taillamps and brakes.
350.10	Miscellaneous provisions for snowmobile operation.
350.12	Registration of snowmobiles.
350.13	Uniform trail signs and standards.
350.15	Accidents and accident reports.
350.17	Enforcement.
350.19	Liability of landowners.
350.101	Intoxicated snowmobiling.
350.102	Preliminary breath screening test.
350.1025	Application of intoxicated snowmobiling law.
350.103	Implied consent.
350.104	Chemical tests.



MUNICIPAL CODE  
Chapter 70 - TRAFFIC AND VEHICLES  
ARTICLE III. - SNOWMOBILES

350.106	Report arrest to department.
350.107	Officer's action after arrest for operating a snowmobile while under the influence of intoxicant.

.....

(b) The adoption of Wis. Stats. § 346.02(10) by reference is intended to include the rules of the road therein enumerated which are as follows: Wis. Stats. §§ 346.04, 346.06, 346.11, 346.14(1), 346.18—346.21, 346.26, 346.27, 346.33, 346.35, 346.37, 346.39, 346.40, 346.44, 346.46—346.48, 346.50(1)(b), 346.51—346.55, 346.87—346.91, 346.92(1), 346.94(1) and 346.94(9).

(Code 1986, § 7.02(1))

**Sec. 70-72. - Penalty.**

Any person who shall violate any provision of this article shall, upon conviction thereof, forfeit not more than \$200.00, together with the costs of prosecution, and in default of payment thereof, may be imprisoned in the county jail for not exceeding 90 days, provided no person shall forfeit an amount in excess of the maximum forfeiture allowed in statute for the same offense and further provided that the penalty and forfeiture for parking violations on highways shall be the amount applicable to such violations by owners or operators of motor vehicles under this chapter.

(Code 1986, § 7.02(4))

**Sec. 70-73. - Enforcement.**

(a) *Uniform citation for highway violations.* The uniform traffic citation promulgated under Wis. Stats. § 345.11 shall be used for violations of this article relating to highway use, except as provided in this article.

(b) *Other violations.* All violations of this article not described in subsection (a) of this section shall be enforced in accordance with Wis. Stats. §§ 66.0111, 66.0114 and Wis. Stats. ch. 300. Stipulations of guilt or no contest may be made as provided in Wis. Stats. § 66.0114(1)(b), in substantially the form provided in the uniform traffic citation within five days of the date of the citation for such violation. Bail deposits may also be made under Wis. Stats. § 66.0114.

(c) *Police department to receive stipulations, penalties and deposits.* Stipulations, forfeited penalties and deposits for obtaining release from arrest authorized under this article may be accepted at the city police department offices by the chief of police or an officer designated by the chief.

(Code 1986, § 7.02(5))

**Sec. 70-74. - Snowmobile routes and trails designated.**

Except as provided in Wis. Stats. § 350.02, or for snowmobile events authorized in accordance with Wis. Stats. § 350.04, no person shall operate a snowmobile upon any public right-of-way, in any public park or on any other public municipal property in the city, except upon snowmobile routes and trails designated by the chief of police and the parks and recreation committee. The chief of police is directed and authorized to procure, erect and maintain appropriate snowmobile route, trail and limit signs and markers as approved by the state department of natural resources under Wis. Stats. § 350.13. No person shall fail to obey any route or trail sign, marker or limit erected in accordance with this section.

MUNICIPAL CODE  
Chapter 70 - TRAFFIC AND VEHICLES  
ARTICLE III. - SNOWMOBILES

No person shall drive a snowmobile on private property or on property owned by the Stoughton School District without first having received written permission from the property owner. Consent shall be dated and limited to the year in which the consent is given. If the property is owned by more than one owner, the consent of all of the property owners shall be necessary.

(Code 1986, § 7.02(2))

**Sec. 70-75. - Additional regulations.**

(a) *Speed.* No person shall operate a snowmobile upon any public highway within the city at a speed in excess of 15 miles per hour during the hours between 10:30 p.m. and 7:00 a.m. or in excess of 15 miles per hour at other times. No person shall operate a snowmobile on any trail designated in section 70-74 or in any public park or recreation area at a speed in excess of the posted limit or 15 miles per hour, whichever is lower.

(b) *Hours of operation.* No person shall operate a snowmobile within the city between 10:30 p.m. and 7:00 a.m., except upon a public highway as authorized by statute and this section or for the purpose of gaining access to or leaving such highway.

(c) *Unattended snowmobiles.* No person shall leave or allow a snowmobile to remain unattended on any public highway or public property while the motor is running or with the starting key in the ignition.

(d) *Operation on sidewalks and malls prohibited.* No person shall operate a snowmobile on any sidewalk, pedestrian way or mall within the city, except as authorized by section 70-74 or for the purpose of crossing to obtain immediate access to an authorized area of operation.

(e) *Operation on icebound waters.* No person shall operate or ride upon a snowmobile on the Yahara River at any time or place when such operation has been declared unsafe by the chief of police. The chief of police is authorized and directed to procure, erect and maintain signs and markers giving notice that such restrictions are in effect at all public access points on such river.

(Code 1986, § 7.02(3))

**Secs. 70-76—70-100. - Reserved.**