



Contract Routing Form

ROUTING: Hand Carry

printed on: 06/17/2013

Contract between: Brittingham Boats, LLC  
and Dept. or Division: Parks  
Name/Phone Number:

Project: Brittingham Beach House Agreement

Contract No.:  
Enactment No.: RES-13-00312  
Dollar Amount: 0.00

File No.: 29787  
Enactment Date: 05/03/2013

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6-17-13	6-17-13
Risk Manager	6-17-13	6/21/13 KAG
Finance Director	6-17-13	6-17-13
City Attorney	869 6-21-13	6-24-13
Mayor	6-24-13	6-25-13

Please return signed Contracts to the City Clerk's Office  
Room 103, City-County Building for filing.

Original + 3 Copies

06/17/2013 13:50:53 pajla - Hand Routing for signature 6/17/2013





# City of Madison

City of Madison  
Madison, WI 53703  
www.cityofmadison.com

## Master

File Number: 29787

<b>File ID:</b> 29787	<b>File Type:</b> Resolution	<b>Status:</b> Passed
<b>Version:</b> 1	<b>Reference:</b>	<b>Controlling Body:</b> BOARD OF ESTIMATES
		<b>File Created Date :</b> 04/09/2013
<b>File Name:</b> Brittingham Beach House Agreement		<b>Final Action:</b> 04/30/2013

**Title:** To authorize the Mayor and City Clerk to enter into an Operating Agreement between the City of Madison and Brittingham Boats, Inc. covering boat rental and concession operations utilizing certain lands and buildings at Brittingham Park for an eight year period. (ADs 4 & 13)

**Notes:**

**Agenda Number:** 22.

**Sponsors:** Sue Ellingson and Michael E. Verveer

**Effective Date:** 05/03/2013

**Attachments:**

**Enactment Number:** RES-13-00312

**Author:** Eric Knepp

**Hearing Date:**

**Entered by:** eknepp@cityofmadison.com

**Published Date:**

### Approval History

Version	Date	Approver	Action
1	04/10/2013	Tim Fruit	Approve

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Parks Division	04/09/2013	Referred for Introduction				
	<b>Action Text:</b>		This Resolution was Referred for Introduction				
	<b>Notes:</b>		Board of Estimates				
1	COMMON COUNCIL	04/16/2013	Refer	BOARD OF ESTIMATES		04/22/2013	Pass
	<b>Action Text:</b>		A motion was made by Schmidt, seconded by Resnick, to Refer to the BOARD OF ESTIMATES. The motion passed by voice vote/other.				
	<b>Notes:</b>						

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1	BOARD OF ESTIMATES	04/22/2013	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
	<b>Action Text:</b>	A motion was made by Schmidt, seconded by Clausius, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.		
	<b>Notes:</b>			
1	COMMON COUNCIL	04/30/2013	Adopt	Pass
	<b>Action Text:</b>	A motion was made by Schmidt, seconded by Resnick, to Adopt. The motion passed by voice vote/other.		
	<b>Notes:</b>			

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**Text of Legislative File 29787**

**Fiscal Note**

Under the terms of the operating agreement, and in addition to the permit fee required, revenue of \$14,000 is anticipated over the term of the agreement. These revenues will be recognized in future years Parks Division Operating Budgets as follows: \$1,000 in each of the years 2014 through 2016, \$2,000 in 2017, and \$3,000 in each of years 2018 through 2020. Under this agreement the permittee will also be obligated to invest a minimum \$45,000 into the building and grounds over the term of the agreement, including all initial capital infrastructure costs necessary to get the building prepared for operation. These improvements will become City property. The permittee will also pay for utilities, as well as for the accessible portable toilet at the facility during the operating season. Operating lease payments shall be made in full by July 1st of each year. All permits shall be paid pursuant to the issuing agency's policies. No appropriation is required.

**Title**

To authorize the Mayor and City Clerk to enter into an Operating Agreement between the City of Madison and Brittingham Boats, Inc. covering boat rental and concession operations utilizing certain lands and buildings at Brittingham Park for an eight year period. (ADs 4 & 13)

**Body**

**PREAMBLE**

The City of Madison issued RFP #8266-0-2013/SK seeking proposals for the right to conduct rental, instructional services, and concession activities at select City Parks. Brittingham Boats responded to this RFP with a proposal for Brittingham that includes providing rental, instructional and concession services at the Brittingham Beach House. The Parks Division has determined that this operating agreement at this location would be beneficial to all park users and will have a positive impact on the park and neighborhood. It is determined that the grant of such an operating agreement is in the public interest as it will facilitate Madison area residents with public boating access to Monona Bay and Lake Monona.

NOW THEREFORE BE IT RESOLVED that the Mayor and City Clerk are authorized to sign an Operating Agreement with Brittingham Boats, Inc. (the "Permittee) to utilize park area and the Brittingham Beach House building in Brittingham Park, as more particularly described and depicted in the Agreement, to maintain and operate a boat rental and concession/café, to include the following terms, and subject to the conditions contained in the Operating Agreement.:

1. The Operating Agreement shall be for a term of eight (8) years, and run from May 1, 2013, to December 31, 2020.

2. The Permittee shall pay to the City annual rent according to the payment schedule in the Operating Agreement. Payments shall be made no later than July 1st each year.

3. The Permittee shall contribute to the Capital infrastructure on the premises pursuant to the conditions in the Operating Agreement.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute any and all additional documents that may be required to complete this transaction.

BE IT FINALLY RESOLVED, that all such agreements shall be in a form approved by the Risk Manager and the City Attorney, and shall only be effective upon authorization of this agreement by the Board of Park Commissioners.



Return completed certificate to:  
City of Madison Risk Management  
Attn: Risk Manager  
210 Martin Luther King, Jr. Blvd. Rm. 406  
Madison, WI 53703-3345  
608-267-8705(FAX)  
608-266-5965 (PHONE)

This Form Must be Completed in its Entirety

# Certificate of Insurance

-To-  
City of Madison  
Madison, Wisconsin



This certifies to the Municipality the following described Policies have been issued to the insured named below and are in force at this time.

Name of Insured: Brittingham Boats LLC

Address: 2702 Monroe St., Suite C, Madison, WI 53711

This certificate is furnished to the Municipality to induce the Municipality to take official action and may be relied upon by the Municipality  
Description of operations insured: \_\_\_\_\_

Policies and Insurers	Limits	Policy Number	Policy Period
Commercial General Liability <u>West Bend Mutual Insurance Company</u> (Insurer)	Each Occurrence <u>\$1,000,000</u> Aggregate <u>\$2,000,000</u>	NST1871469	5/7/2013-5/7/2014
Business Auto Policy Liability <u>West Bend Mutual Insurance Company</u> (Insurer)	Coverage Symbol Combined Single Limit <u>\$1,000,000</u>	NST1871469	5/7/2013-5/7/2014
Umbrella Liability <u>West Bend Mutual Insurance Company</u> (Insurer)	Occurrence/Aggregate <u>\$1,000,000</u> Retention	NUT1871471	5/7/2013-5/7/2014
Worker's Compensation <u>West Bend Mutual Insurance Company</u> (Insurer)	Employers Liability \$ <u>100,000/500,000/100,000</u> Statutory (states)	SCT1871470	5/7/2013-5/7/2014

The following coverage's or conditions are in effect: (MUST BE ANSWERED "YES" FOR APPROVAL) ..... YES NO

The Municipality, its officials, and employees are named on all liability policies described above as additional insureds as respects:

- (a) activities performed for the Municipality by or on behalf of the insured, ..... X
- (b) products and completed operations of the Name Insured, and ..... X
- (c) premises owned, leased or used by the Named Insured ..... X

Products and completed operations ..... X

The undersigned will endeavor to mail to the municipality a written notice within 30 days of cancellation or reduction of coverage or limits. .... X

Contractual Liability Coverage applying to this Contract ..... X

This certificate is not a policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirements, term or condition of any contractor other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies

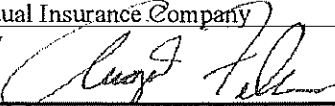
The Murphy Insurance Group  
Agency or Brokerage

251 Progress Way, Suite 300, Waunakee, WI 53597  
Address/City/State/Zip Code

Ashley R. Frederick  
Name of Contact Person

(608)849-6873 (608)849-6871  
Telephone Number Fax Number

West Bend Mutual Insurance Company  
Insurance Company

 6/20/2013  
Authorized Signature Date

\*NOTE: Authorized signature may be the agent's if the agent has placed insurance through an agency agreement with the insurer. If the insurance is brokered, the authorized signature must be that of official insurance.





**OPERATING AGREEMENT FOR BRITTINGHAM BEACH HOUSE**

Between the City of Madison and Brittingham Boats, LLC.

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THIS AGREEMENT is entered into by and between the City of Madison, a municipal corporation (hereinafter referred to as "City"), and Brittingham Boats, LLC, a Wisconsin limited liability company (hereinafter referred to as "Permittee") is effective as of the date by which all parties have signed hereunder.

WITNESSETH:

WHEREAS, Madison General Ordinances Sec. 8.17 allows for a person to obtain an annual parks vending permit, valid from April 15 of each year through April 14 of the following year ("Permit Year"), to allow the person to sell foods, beverages, goods, services and lessons in a City park; and,

WHEREAS, for the past several years, vendors have entered into Agreements with the City allowing the vendors to provide recreational and concession services to City residents and visitors at City shelters and facilities located at James Madison, Warner, Wingra, and Vilas Parks; and,

WHEREAS, the vendors provide services to City residents and visitors, such as canoeing, kayaking, and boating lessons and rental, and general concessions, that the City does not, and cannot, otherwise provide at these, or other, locations, but which are in the public's interest; and,

WHEREAS, it is in the City's interest to have only one vendor of these recreational and concession services at each Park to ensure that general public use of the Park is not interfered with, and that the vendor complies with general standards of safety and care in its dealings with the public; and,

WHEREAS, in order to find the vendor who can best provide these recreational and concession services at various City parks consistent with City standards and interests, the City issued a Request for Proposals for the Right to Conduct Rental, Instructional Service and Concession Activities at Select City Parks, including Brittingham Park; and,

WHEREAS, Permittee's proposal and permit application under MGO 8.17 to operate vending services at Brittingham Park was accepted by the City and approved by the Board of Park Commissioners.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Operating Agreement for Brittingham Beach House ("Agreement") is to set forth the terms and conditions upon which the City will allow Permittee to use the Brittingham Beach House and surrounding area to conduct rental, instructional and concession activities for up to four (4) two-year Permit Year periods

(through December 31, 2020). The Brittingham Beach House and surrounding area subject to this Agreement (the "Premises") is described as follows:

The area of Brittingham Park enclosed by the Monona Bay shoreline, West Brittingham Place extended to Monona Bay, Proudfit St. and North Shore Drive, and the Wisconsin and Southern Railroad tracks. The location includes the existing concession facilities and storage area at 701 West Brittingham Place, Madison, WI 53715. The existing boat storage facilities operated by the City are not covered as a part of this Agreement.

2. Term and Effective Date. This Agreement shall be effective for a period of two successive Permit Years ("Agreement Periods"), and may be renewed for up to three (3) additional Agreement Periods, upon the mutual agreement of the Parties as set forth herein, for a maximum total Agreement length of eight (8) years. Each Agreement Period shall consist of two Permit Years and shall expire on March 31 of the last of the two Permit Years in the Agreement Period, after which Permittee will no longer be permitted to conduct the vending activities set forth in this Agreement during the last of the two Permit Years in the Agreement Period, unless this Agreement is renewed hereunder.

To renew the Agreement, Permittee must, by November 1 of the last of the two Permit Years in the Agreement Period, submit written notice to the Parks Division of Permittee's desire to renew this Agreement for the upcoming Agreement Period, along with a completed application for an annual park vending permit and the permit fee. The City's decision to renew or not renew the Agreement will be based upon the Permittee's performance under this Agreement during the preceding Agreement Periods, and the decision to renew or not renew the Agreement is not reviewable, and solely that of the Parks Superintendent, or his/her designee. The City will notify Permittee in writing of its decision to renew or not renew this Agreement for successive Agreement Periods by December 1 of the last of the two Permit Years in the Agreement Period. If the Agreement is renewed, the terms and conditions of this Agreement will remain in place through March 31 of the last of the two Permit Years in the following Agreement Period, or until the Agreement is further renewed, terminated, or expires.

The term and renewal dates set forth above are as follows:

<u>Agreement Period</u>	<u>Effective</u>	<u>Renewal Date</u>	<u>Expiration</u>
2013-2015	Execution of Agreement	Nov. 1, 2014	Mar. 31, 2015
2015-2017	No later than Dec. 1, 2014	Nov. 1, 2016	Mar.. 31, 2017
2017-2019	No later than Dec. 1, 2016	Nov. 1, 2018	Mar.. 31, 2019
2019-2021	No later than Dec. 1, 2018	None	Mar. 31, 2021

3. Grant. City does hereby grant to Permittee permission to conduct water sport equipment rental and instructional programs, sell concession products, and related products at the Premises, as indicated on Attachment A, made a part hereof, as set forth in this Agreement. As a condition of entering into this Agreement with Permittee, the City

agrees to limit the number of rentable spaces it offers in 2013 at the existing boat storage facilities operated by the City at the Premises to the twenty-eight (28) leased on April 30, 2013. After April 1, 2014 the City agrees to limit the number of rentable spaces it offers at the existing boat storage facilities operated by the City at the Premises to 24 spaces. The City will retain all riparian rights at the Premises and in no way does the Agreement transfer any riparian rights at Brittingham Park to the Permittee.

4. Premises Improvements. During the life of this Agreement, including any renewals hereunder, the Parties agree that improvements, repairs and upgrades to the Premises' beach house facilities and grounds will be necessary to make the Premises suitable for Permittee's operations ("Improvements"). Regarding these Improvements, the Parties agree as follows:

a. Capital Investment. The Permittee agrees to make at least \$45,000 in Improvements during the potential life of this Agreement. If the City does not renew the Agreement beyond March 31, 2015 (Agreement Period 1), the City will refund the lesser of \$22,500 or 50% of the value of Improvements made over the life of the Agreement. If the City does not renew the Agreement beyond March 31, 2017 (Agreement Period 2), the City will refund the lesser of \$13,000 or 25% of the value of Improvements made over the life of the Agreement. If the City does not renew the Agreement beyond March 31, 2019 (Agreement Period 3), the City will refund the lesser of \$6,000 or 10% of the value of Improvements made over the life of the Agreement. The Improvements will be made on the following approximate schedule:

Year	Amount
2013	\$24,000
2014	\$5,000
2015	\$5,000
2016	\$3,000
2017	\$2,000
2018	\$2,000
2019	\$2,000
2020	\$2,000

b. Improvement Planning. Except for 2013, Permittee may submit requests for city assistance for future Improvements by May 15<sup>th</sup> of each year. This request shall include a proposed budget for the Improvement project including funding sources. The City will respond to all such requests of the Permittee within 30 days. The City and Permittee will schedule an annual year end inspection of the facility to identify planned work and establish schedules for such work.

c. Plans and approval. Prior to making any Improvement, Permittee must notify the Parks Superintendent, or representative, in writing of the anticipated Improvement. Except for Improvements to the electrical, plumbing, or other

utility service to the Premises, the initial 2013 build out necessary to open the Premises, or repairs under \$1,000, Permittee shall then present the plans for the Improvements to the Board of Parks Commissioners, who shall either approve the Improvement, or reject the Improvement. If rejected, Permittee has no appeal rights, but may present a modified plan to the Board for reconsideration at a later date. Depending on the nature of the proposed Improvement, the Board of Parks Commissioners may require, before approving or rejecting the Improvement, an advisory opinion from the Board of Public Works.

- d. Joint Participation. Upon notification of a proposed Improvement, the City may elect to participate in the project. If the City does elect to participate in an Improvement project, the Parties shall agree on each Parties' respective shares. If the City determines that public bidding requirements are applicable, the City shall manage and oversee the project, accepting Permittee's financial contribution to the Improvement prior to the start of construction.
- e. Construction. Except as provided in Subsection d., the funding and construction of any Improvement under this Section is entirely the responsibility of the Permittee, who shall be responsible for obtaining any required permits, licenses, and approvals for the improvement.
- f. Donation and Acceptance of Improvements. Once the Improvements are complete, Permittee shall notify the Parks Superintendent, or designee, who shall then have the Improvement inspected. If the Parks Superintendent, or designee, is satisfied that the Improvement is consistent with the approved plans, and there appear to be no obvious defects or deficient workmanship, the City will accept the Improvement, which will be considered a donation by Permittee to the City for the use and enjoyment of City residents who use the Premises.
- g. Warranties and Representations. Permittee agrees that when making Improvements, it will ensure that any and all warranties and representations made to Permittee by the builder, contractor, manufacturer, etc., regarding the Improvement, shall also extend to the City, who shall assume ownership of the Improvement once completed.
- h. Accounting. Upon the acceptance of the Improvement by the City, Permittee shall supply City with a final accounting of the costs of the Improvement, which amount will be applied towards Permittee's requirements under Subsection a.
- i. Ownership of Improvements. Any Improvements made to the Premises pursuant to this Section shall be the property of the City upon completion and acceptance, where required, regardless of the source(s) of financial contributions for the improvement. While Permittee may use the Improvements pursuant to the terms and conditions of this Agreement, Permittee has no ownership right in any of said Improvements.

5. Scope of Services. In entering into this Agreement, Permittee agrees to the following terms and conditions regarding the services being offered by Permittee at the Premises:

- a. Services to be Provided. Permittee shall provide equipment for water sports rental, instructional programs for water sports, youth camps for water sports, and beverage and snack concessions at the Premises, as set forth in Permittee's operating plan, as indicated on Attachment A, made a part hereof. No alcoholic beverages may be sold at the Premises. The Permittee shall not be allowed to conduct tour boat operations or rentals under this agreement. The Permittee will establish a training program in conjunction with the Parks Division to ensure staff are aware of the current Parks Behavior Policy and its implementation.

Permittee shall provide these services at a minimum from the Friday prior to Memorial Day through the Monday following Labor Day, but in any event no earlier than April 1<sup>st</sup> and no later than the Closing Date set forth in Subsection m..

Permittee shall not engage in any other service or activity at the Premises without the prior written Agreement of the Parks Superintendent, or designee, (including, i.e., leasing out the Premises to third parties), and any such unauthorized service or activity will be considered a breach of the terms of this Agreement subject to the default provisions of Section 28 of this Agreement.

- b. Permits and Licenses. Permittee agrees, at its own expense, to obtain and keep current all licenses and permits necessary for the operation of Permittee's business, including an annual Parks Vending Permit under Madison General Ordinances Sec. 8.17, and to comply with all Federal, State and City statutes, ordinances, rules and regulations applicable to Permittee's business. Permittee agrees to obtain all inspections by the Public Health Department, Fire Department or any other governmental agency that oversee the services authorized under this Agreement. Permittee shall provide the Parks Division with proof of such compliance upon request. Failure to comply with this provision shall be a default under this Agreement.
- c. Equipment. City shall be responsible for providing a lockable storage area, a concession counter, access to water and electrical service, and functioning bathrooms. Permittee shall provide all other equipment necessary to operate the facility, including, but not limited to, all water sports equipment, safety equipment (including a motorized boater assistance boat), concessions, refrigerators, freezers, microwaves, and cash registers. The Permittee shall be responsible for the entire cost of cleaning supplies, soap, and paper products for the bathrooms. Permittee may place boat storage racks and equipment related to the operation of the Premises by the Permittee consistent with this Agreement in locations approved by the Parks Superintendent, or his/her designee, and as depicted on Attachment A. Permittee may, solely at Permittee's expense, install a security system on the Premises. Permittee may install or use other equipment with the written permission of the Parks Superintendent, or his/her designee. Upon request,

Permittee shall provide the Parks Superintendent, or designee, with a current list of all the Permittee's equipment at the Premises.

- d. Utilities. Permittee is responsible for all utilities (e.g. electrical, water, sewer) related to Permittee's operations at the Premises, but not including utility costs for the public use of the Premises not directly related to the Permittee's operation and Stormwater Utility charges. Additionally, the Permittee will reimburse the City the actual cost of providing an accessible portable toilet for the time period that the Permittee is open for business each year. The Permittee will coordinate with the City to determine the best method of screening and/or landscaping improvements to improve the aesthetics of this portable toilet. The City shall provide Permittee with the relevant meter data for the Premises, or a relative fixed monthly utility cost for the Premises for each permit year. Accrued utility costs shall be due to the City at the time of Permittee's payments to the City under Subsection p, and at the time of closing of the Premises as set forth under Subsection m. Failure to pay this amount by the due date will result in a late penalty of \$50. Failure to pay this amount in full, plus any accrued penalties, within 14 days of the due date, will constitute a default under Section 28 of this Agreement. Permittee shall only be responsible for utilities during the months that services are being offered at the Premises.
- e. Instructor Certification. At least one employee or agent of the Permittee whose duties involve the rental, instruction, or supervision of water sports activities, must be certified in first aid, and CPR. Permittee's employees or agents may participate in the City sponsored certification program at Permittee's or Permittee's agent's cost. In addition, if Permittee is engaging in any instructional activity at the Premises, one employee or agent must be certified in the respective sport (e.g., canoeing, kayaking, boater safety, water skiing, knee boarding, and wilderness first aid) or the activity must be clearly identified as being uncertified in writing to any participants. If additional licenses or permits are required from the State or Wisconsin in order to perform such instructional services, the Permittee shall obtain those licenses or permits.
- f. Product. All items offered for sale by Permittee, including, but not limited to, food, non-alcoholic beverages and confections, shall be approved by the Parks Superintendent, or his/her designee. All items for sale shall be individually listed on an inventory, a copy of which shall be provided to the Parks Division at the beginning of the term of this agreement and subsequently available at any time by request of the Parks Division.
- g. Equipment Safety. Permittee shall maintain all equipment, including safety equipment, in a safe working order at all times and store said equipment in a safe manner to prevent any unauthorized use or operation thereof.
- h. Storage. Permittee may store equipment necessary to provide the services set forth in Subsection a above as indicated on Attachment A and consistent with

Subsection c above. Permittee may store equipment on the premises and will be allowed to store related piers and boat racks on the Premises from November through April of each year, and in any event, may only do so consistent with Subsection c above. Permittee shall store said equipment and related items in a neat and orderly fashion as approved by the Parks Superintendent, or his/her designee.

- i. Maintenance. Permittee shall be responsible for maintaining the Premises in a clean, safe and attractive condition at all times, including keeping the grounds picked up of all paper and debris. Every day, the Permittee shall also be responsible for opening, closing and cleaning the restrooms at the Premises, including installing and refilling paper products and soap, and maintaining the restrooms in a clean and sanitary condition. Permittee agrees that should the Parks Division determine that the maintenance requirements of this Subsection are not being met after written notification and reasonable time to rectify, the Parks Division may perform or have performed additional cleaning or maintenance, and charge the actual costs of such work to Permittee, payable within thirty (30) days of the issuance of the invoice, or as a charge against the Permittee's security deposit.
- j. Green Cleaning Program. Any custodial services, and any chemicals, trash-liners, soap and paper used by the Permittee pursuant to its obligations under Subsection i, are required to be in accordance with the City's Green Cleaning Program and comply with the green product standards, specifications and practices of this Program. Permittee is required to be familiar with the applicable standards of the City of Madison's Policy for a Sustainable Green Cleaning Program during the permit year. These standards are set forth in the City of Madison's Administrative Procedure Memorandum No. 4-6, available at <http://www.cityofmadison.com/mayor/apm/4-6.pdf> The failure to abide by the requirements of this Program shall be a default subject to Section 28 of this Agreement. Permittee will be responsible for all supplies.
- k. Alterations to Premises. No modifications of any kind, or fixtures, additions or removals not outlined in Section 4, shall be made to the Premises without the permission of the Parks Superintendent, or his/her designee.
- l. Signage. All signs and banners, including menu boards, shall be approved by the Parks Superintendent or designee and/or the Zoning Administrator. The Permittee shall post a readily observable sign at the Premises stating the Permittee's name, the Operating Agent and contact information as set forth below in Section 12, and a notice that Permittee and the Permittee's activities are not affiliated with, nor in any way endorsed by, the City.
- m. Closing Date. The closing date of the Permittee's activities at the Premises shall be determined by Permittee, but such date shall occur no later than the Park

Division's building winterization schedule as set by the Parks Facilities Maintenance Supervisor.

- n. Surrender of Premises. Upon the expiration of this Agreement, or the termination of this Agreement under Section 28, the Permittee agrees to vacate and surrender the portions of the Premises allocated to it by this Agreement, remove all personal property therefrom, and deliver possession of the same to City, in as good condition as the Premises was in at the commencement of the Agreement, with the exception of unavoidable wear and tear through careful use and with the exception of damage by fire or other casualty beyond the control of Permittee, and accounting for the Improvements made under Section 4. However, Permittee may be granted additional time to surrender the Premises under this Subsection by written agreement with the Parks Superintendent, or his/her designee. Any damages to the Premises beyond normal and expected wear and tear shall be the responsibility of the Permittee. If these damages are not repaired by the Permittee before surrender of the Premises to the City, the City shall cause the repairs to be made and charge the cost thereof against the security deposit as set forth in Subsection o. Any balance still owing by Permittee in excess of the security deposit shall be due within thirty (30) days of the invoice. All equipment and other property of the City on the Premises shall remain the property of the City after the termination or expiration of this Agreement. No fixtures, whether or not purchased by Permittee, shall be removed without the permission of the City. An inventory of City property and equipment will be performed before release. Notwithstanding the preceding, Permittee must immediately surrender the Premises and remove all property therefrom in the event Permittee no longer meets the insurance requirements of Section 18.
- o. Security Deposit. The Permittee shall provide the Parks Division a security deposit in the amount of \$3,000 prior to occupying the Premises or commencing operations each permit year. To satisfy this security deposit requirement, the City agrees to either hold a check issued during the permit year from Permittee for \$3,000, or hold Permittee's valid credit card information and an authorization to charge up to \$3,000. It, at the time of surrender of the Premises, there are any damages or other assessable costs under this Agreement, City is permitted to either cash the check, deduct for any charges and return the balance to Permittee, or charge Permittee's credit card the assessable amount, up to \$3,000. Permittee must provide the Parks Division with a new check and an updated credit card authorization at the time of applying for the Permittee's yearly parks vending permit as required by this Agreement. In cases where the damage and other assessable costs are greater than \$3,000, Permittee shall pay to the City the remaining balance within 30 days of the invoice from the City. If it is discovered that the Permittee's check and/or credit card authorization are unable to satisfy the \$3,000 security deposit amount, the City is authorized to take possession of any personal property of Permittee remaining on the Premises and sell this property to satisfy the security deposit requirement.



- p. Payment. For the use of the Premises and the right to provide the services set forth above therein, and in addition to the other obligations set forth in this Agreement, Permittee agrees to pay the City the following rent for each Permit Year of the Agreement, including any renewals hereunder. Payments shall be made no later than July 1<sup>st</sup> of each year. A payment will be considered late, and a default of the terms of this Agreement, if not received within five (5) days of the due date.

Year	Rental Payment	Permit Fee*	Premises Investments	Total Cost to Permittee
2013	\$0	\$900	\$25,000	\$25,900
2014	\$1,000	\$900	\$5,000	\$6,900
2015	\$1,000	\$900	\$4,000	\$5,900
2016	\$1,000	\$900	\$3,000	\$4,900
2017	\$2,000	\$900	\$2,000	\$4,900
2018	\$3,000	\$900	\$2,000	\$5,900
2019	\$3,000	\$900	\$2,000	\$5,900
2020	\$3,000	\$900	\$2,000	\$5,900
TOTAL	\$14,000	\$7,200	\$45,000	\$66,200

\*Permit Fee may change over time.

6. Entire Agreement. The entire agreement of the Parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the parties.
7. Status of Permittee. It is agreed that Permittee is an independent contractor and not an employee or representative of the City and that any persons who Permittee utilizes and provides for services under this Agreement are employees of Permittee and are not employees of the City of Madison.
8. Assignability and Subcontracting. Permittee shall not assign or subcontract any interest or obligation under this Agreement without the City's prior written approval. The City will expeditiously approve or deny any requests under this Section related to necessary building and grounds improvements to prepare the Premises for operation. All of the services required under this Agreement shall be performed by Permittee and employees of Permittee. If Permittee is a corporation, partnership, limited partnership, limited liability company, limited liability partnership or other entity that is not an individual person, then an assignment prohibited within the meaning of this provision shall be deemed to include one or more sales or transfers, by operation of law or otherwise, or creation of new stock or ownership interests, by which an aggregate of 50% or more of Permittee's stock or ownership interests shall be vested in a party or parties who are not stockholders, partners, members or others who possess ownership interests in Permittee as of the date hereof.
9. No Realty. It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a granting to Permittee the right to conduct certain

activities and provide certain services on City property for the benefit and convenience of the public, pursuant to Madison General Ordinances, Section 8.17.

10. Access to Premises. City, by its representatives, shall have access to the Premises at any reasonable time provided such entry shall not interfere with Permittee's conduct of business. In case of emergency, the circumstances of which are to be solely determined by the City, the City shall enter the Premises with or without force, as necessary, without assuming any liability for such entry and without affecting Permittee's obligations under this Agreement.
11. Designated Representative. Permittee designates Tyler Leeper, and in his absence Stephan Reinke, as Contract Agent with primary responsibility for the performance of this Agreement. In case the Contract Agents are replaced for any reason, or in the event of the death, disability, removal or resignation of the Contract Agents, Permittee will designate another Contract Agent within seven (7) calendar days by notifying the City as set forth below in Section 23, Notices. The City may accept another person as the Contract Agent, or may terminate this agreement under Section 28, at its option.
12. Operating Agent. Permittee shall designate an Operating Agent of Permittee's activities at the Premises, who is the person primarily responsible for the day-to-day operation of the Permittee's activities at the Premises. Permittee shall provide the name and contact information of this person to the Parks Superintendent, or his/her designee, within forty eight (48) hours of commencing activities at the Premises under this Agreement, or within twenty four (24) hours of any changes to the Operating Agent or the Operating Agent's contact information.
13. Advertising. It is understood that in the operation and conduct of this Agreement, City does not grant Permittee the right to sell or distribute any goods or services provided by City, nor does City grant Permittee the right to use a City trade name, trademark, logotype, advertising, or other commercial symbol in any commercial advertisement or announcement. However, Permittee may use the name of the City Park where the Premises is located, but any such advertisement or announcement must also indicate that Permittee's activities are not associated with or affiliated with the City.
14. Amendments. This Agreement shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any change in any provision of this Agreement may only be made by a written amendment, signed by the duly authorized agent or agents of the Permittee and the Parks Superintendent or his/her designee.
15. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Permittee shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified

in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Permittee therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

16. Indemnification. The Permittee shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Permittee's *and/or* Subcontractors acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.
17. Hazardous Substances; Indemnification. The Permittee represents and warrants that its use of the Premises will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. The Permittee further agrees to hold the City harmless from and indemnify the City against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the sole negligence or intentional acts of the City, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property.
18. Insurance.
  - a. Required Insurance. The Permittee will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Permittee shall not commence work under this Agreement, nor shall the Permittee allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
    - i. Commercial General Liability. During the life of this Agreement, the Permittee shall procure and maintain Commercial General Liability insurance including, but not limited to, bodily injury, property damage, personal injury, products and completed operations and watercraft liability

(covering motorized and non-motorized watercraft whether owned, non-owned or hired) in an amount not less than \$1,000,000 per occurrence. Such limits shall apply on a per location basis. This policy shall also provide contractual liability in the same amount. Permittee's coverage shall be primary and noncontributory, and list the City of Madison, its officers, officials, agents and employees as additional insureds. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary and noncontributory basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

- ii. Automobile Liability. During the life of this Agreement, the Permittee shall procure and maintain Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Permittee shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
  - iii. Worker's Compensation. During the life of this Agreement, the Permittee shall procure and maintain statutory Worker's Compensation insurance as required by the State of Wisconsin. The Permittee shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease - Each Employee, and \$500,000 Disease - Policy Limit. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance.
  - iv. Umbrella Liability. During the life of this Agreement, the Permittee shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability, Business Automobile Liability and Employers Liability with minimum limits of \$1,000,000 per occurrence and aggregate.
  - v. Property Insurance. Permittee shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Premises. Such personal property includes, but is not limited to, equipment, concessions, watercraft, and watercraft storage racks. The City shall not be liable for any damage to or loss of property of Permittee or others located on the Premises except to the extent such damage or loss was caused by the City's sole negligence or willful act.
- b. Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A~ (A minus) and a Financial Category rating of no less than VII.
  - c. Proof of Insurance, Approval. The Permittee shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered,

effective dates, and expiration dates of required policies prior to commencing work under this Agreement. Permittee shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Risk Manager. The Permittee shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.

- d. Notice of Change in Policy. The Permittee and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.
- e. Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Agreement, Permittee shall immediately cease use of the Premises and the provision of the services under this Agreement until such time as proof of the required insurance is provided to the City Risk Manager consistent with the requirements of this Section.
- f. Risk Manager. All information required to be provided to the Risk Manager should be addressed as follows:

City of Madison  
Attention: Risk Manager, Room 406  
210 Martin Luther King Jr. Blvd.  
Madison, WI 53703

- 19. Non-Discrimination. In the performance of the services under this Agreement the Permittee agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. Permittee further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, or national origin.
- 20. Nondiscrimination Based on Disability. Permittee shall comply with Section 39.05, Madison General Ordinances, Nondiscrimination Based on Disability in City-Assisted Programs and Activities. Under Section 39.05(7) of the Madison General Ordinances, no City financial assistance shall be granted unless assurance of compliance with Section 39.05 is provided by Permittee prior to the granting of the City financial assistance. Under Section 39.05(3)(b)4, "City financial assistance" includes any arrangement by which the City provides or otherwise makes available assistance in the form of the lease of, and the permission to use, City property. Permittee assures that, in providing any service at the Premises, it shall not, directly or through contractual, licensing, or other arrangements, on the basis of disability:
  - a. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit, or service;

- b. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service, or the City facility, that is not equal to that afforded others;
- c. Provide a qualified person with a disability with a City facility or an aid, benefit, or service that is not as effective as that provided to others;
- d. Provide different or separate City facilities, or aid, benefits, or services to persons with a disability or to any class of persons with disabilities unless such action is necessary to provide qualified persons with a disability with City facilities, aid, benefits, or services that are as effective as those provided to others;
- e. Aid or perpetuate discrimination against a qualified person with a disability by providing significant assistance to any agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the recipient's program;
- f. Deny a qualified person with a disability the opportunity to participate as a member of planning or advisory boards; or
- g. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service from a recipient, or by others using City facilities.

Permittee shall post notices in an accessible format to applicants, beneficiaries, and other persons, describing the applicable provisions of Sec. 39.05 of the Madison General Ordinances, in the manner prescribed by section 711 of the Civil Rights Act of 1964 (42 USC A Sec 2000e-10).

- 21. Taxes and Assessments. Permittee agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful authority (but reasonably preserving Permittee's right of appeal) against the personal property and services of Permittee on the Premises during the term of this Agreement.
- 22. Severability. It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.
- 23. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

City: Superintendent of Parks  
City Parks Division  
P.O. Box 2987

210 Martin Luther King, Jr. Blvd. #104  
Madison, WI 53703

Permittee: Brittingham Boats, LLC  
2702 Monroe Street, Suite C  
Madison, WI 53711

Contracting Agents:  
Tyler Leeper, President  
Brittingham Boats, LLC.  
2702 Monroe Street, Suite C  
Madison, WI 53711

Stephan Reinke, Vice President  
Brittingham Boats, LLC.  
2309 Regent St  
Madison, WI 53726

24. Third Party Rights. This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
25. Audit and Retaining of Documents. The Permittee agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Agreement. Any other reports or documents shall be provided within five (5) working days after the Permittee receives the City's written requests, unless the Parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Agreement shall be retained by the Permittee for a period of three (3) years after completion of all work under this Agreement, in order to be available for audit by the City or its designee.
26. Choice of Law and Forum Selection. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within Dane County, State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
27. Compliance with Applicable Laws. The Permittee shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Permittee and its

agents and employees. The Permittee's failure to comply with any such laws, ordinances or regulations shall be a default subject to Section 28 of this Agreement

28. Default/Termination. In the event Permittee shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of the City, and any such default shall continue un-remedied for a period of ten (10) days after written notice thereof to Permittee, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Permittee, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Permittee under this Agreement.
29. Weapons Prohibition. Permittee shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Agreement, other than while at the Permittee's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Agreement, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).
30. Authority. Permittee represents that it has the authority to enter into this Agreement. If the Permittee is not an individual, the person signing on behalf of the Permittee represents and warrants that he or she has been duly authorized to bind the Permittee and sign this Agreement on the Permittee's behalf.



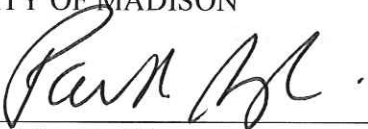
IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

BRITTINGHAM BOATS, LLC.

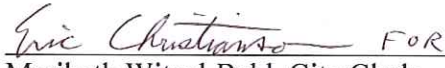
  
Tyler Leeper, President

6/14/13  
Date

CITY OF MADISON

  
Paul Soglin, Mayor

6-25-13  
Date

 FOR  
Maribeth Witzel-Behl, City Clerk

6-17-2013  
Date

Countersigned:

Approved as to form:

  
David P. Schmiedicke, Finance Director

6-17-2013  
Date

  
Michael P. May, City Attorney

24 JUNE 2013  
Date

  
Eric Veum, Risk Manager

6/21/13  
Date

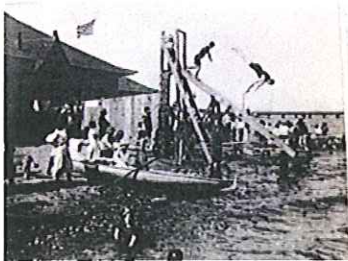
Execution of this Agreement by City is authorized by Resolution Enactment No. RES 13-00312, ID No. 29474, adopted by the Common Council of the City of Madison on May 3, 2013, and the Board of Parks Commissioners approval granted on May 8, 2013.

ATTACHMENT A  
Permittee's Operating Plan  
**BRITTINGHAM BOATS OPERATING PLAN**



**HISTORY**

Named after its founder in 1908, Brittingham Park was destination for Madisonians and by 1910 the bathhouse with its expansive water slide and 300 swimsuits available for rent, became so popular that they recorded a summer attendance of 50,000 people. Sadly, the park has since experienced a period of decline since this time and developed a negative image to potential park users due to inappropriate activities occurring in the park. Over the last couple years the park has become much better through both police and park efforts, and from renewed interest and investment in the park. However the Park is still underutilized and might be called a “pass through” park rather than the destination it was designed to be.



Tyler Leeper owner of Wingra Boats and his business partner Stephan Reinke have a vision of returning the Beach House and Brittingham Park back to its previous glory and become an iconic of outdoor living and the Madison quality of life. They see their mission to enhance people's lives through outdoor recreation, and education as the catalyst needed to make Brittingham Park a destination.

**SERVICES OFFERED**

**SAFETY:** There is inherent risk in and activities that takes place in or around water and Brittingham Boats #1 focus is on limit this risk. By monitoring the weather, age, skills, and by offering high quality safety equipment like PFD's and a rescue assistance boat and instruction to the customer we are committed to keeping people safe.

**BRITTINGHAM CAFÉ (7:30 am to 8 pm):** The Café will feature French-press coffee, and gourmet grilled cheese sandwiches using local and high quality ingredients. The menu will have a number of signature grilled cheeses, a build your own option, salad, soup and of course summertime classics including ice cream, and lemonade. No alcohol will be served.





### **FULL SERVICE BOAT RENTALS (8 am to 8 pm):**

Modeled after the high level of service at Wingra and Vilas, we will be another access point to Madison's Beautiful Lakes. The fleet of new boats will consist of canoes, kayaks, rowboats, standup paddle boards, and paddle boats. Brittingham Boats is committed to providing the highest level of service, boats, and activities to the general public for rent at a reasonable price. SEE LIST OF WATERCRAFT UNDER RESOURCES.

**PUBLIC DOCKING PIER:** We will offer 2-4 open slips for boat owners to dock their boat and offer boat owners another destination to stretch their legs, hang out on the beach, or get lunch or an ice cream.

**FULL SERVICE MEMBERSHIPS (Valid Memorial Day through Labor Day):** An economical option for frequent boaters, Memberships provide unlimited access to the rental fleet and discounts on lessons and events. Members are the community! Membership levels are individual, couple, family and company or group.

**SUMMER DAY CAMPS (1/2 and Full Day Camps starting June 17<sup>th</sup> through August 19<sup>th</sup>):** Brittingham Boats will be the location for a number of Camp Wingra's successful summer camp programs. About 250 kids attend Camp Wingra each year and camps include Advanced Excursion Camp where kids paddle all 7 lakes of the Yahara Watershed; Fly Fishing Camp; WI River Excursion; and Limnology Camps.



**SUP & PADDLE LESSONS (time TBD):** Stand-Up Paddle Board is very popular right now and we will offer uncertified lessons for those interested in learning more about the basics of this increasingly popular activity. For those interested in learning more about kayaking and canoeing, we also have the ability to set up noncertified instruction as requested.

**EDUCATIONAL SERVICES:** Wingra Boats has become a hub of outdoor education and we hope to bring much of this energy and services to Brittingham Boats as well. These services include field trip planning and hosting, water monitoring equipment, science carts and free public workshops.

**ART & MUSIC (Every other Tuesday & Special Events):** To enhance outdoor living Brittingham Park plans to partner with existing groups to promote and display art and music. We plan to have acoustic café-style performances, and have hired Susan Moberly, a well-known art teacher in the Madison community to host "Art-In-The-Park" which will feature a free art project every other Tuesday between Memorial Day and Labor Day.

**PARK STEWARDSHIP & COMMUNITY SERVICES:** Brittingham Boats' long term success will depend on a number of factors 1) creating a clean, safe and appealing park 2) providing a variety of services to appeal to a large variety of people 3) creating a community around the area and business. As a new business we recognize we have just begun learning how we can be involved and that there is a wonderful existing community. We have reached out and will continue to reach out to the different stakeholders and are excited to learn how we can continue to build community and improve our neighborhood.

## ADDITIONAL PLANS FOR GROWTH AND EXPANSION

If chosen, Brittingham Boats intends to expand on our services year by year. We are always brainstorming and looking into new ways for our customers to enjoy the lake and park.

### OTHER POSSIBLE PLANS

- Sunrise yoga
- Community Potlucks
- Full Moon Paddles
- Movie Nights
- Winter Activities (Curling & Broom-Ball leagues)
- Ice-Fishing equipment & rentals
- Host boat building seminars
- Park and Shoreline Clean-ups
- Environmental Demonstration Center (Net 0 Energy use, worm farms & composting, Solar Panels, etc.)
- Boat delivery to neighbors living on Lake Monona and the Bay
- Adopt a Boater Program: Partnering experience boaters with new boaters.
- A new facility to provide year round activities & to facilitate private events, groups, and indoor seating.
- Stand-up Paddle board yoga tetherball
- Host Neighborhood Association Meetings
- Paddle Board Disc Golf
- Games: Shuffleboard and horseshoes
- Cross country ski trails
- Snow sculpting/ Kites on Ice
- Create a competitive SUP Club

## EQUIPMENT & RESOURCES

Brittingham Boats has purchased 56 boats for 2013. We believe that this location may be able to host similar activity levels as the Wingra Park location and foresee adding more canoes, kayaks SUP boards, and paddleboats. In addition to the boats owned by Brittingham Boats the business also has access to the 250 boats owned by Wingra Boats allowing Brittingham Boats to support larger events or groups.

Boat	2013 Inventory	Capacity	Motor
Kayak	20-30	1	no
Tandem Kayak	8-15	2	no
Canoe	10-15	2-4	no
Row Boat	3-6	2-4	no
Paddle Boat	4 - 8	2-6	no
SUP Boards	15-25	1	no
Rescue Assistance Boat	1	Staff	yes

## FACILITY DEVELOPMENT

The Brittingham Beach House has not been used in any major capacity for a couple decades and it has showed. As an act of good faith we have already put over 250 hours of work into cleaning, power washing and painting. In addition to cleaning and painting we plan to build out a kitchen area, a usable concession/rental area, add a platform deck, landscaping, benches and a number of sitting areas around the building. We have also taken on the upgrade of the electrical (which is rusted out, dangerous and underpowered for basic service needs) and plumbing. These building and ground improvements are the first of a number of general improvements over the next 8 years. A diagram of the deck, possible rack locations and the piers are outlined in the adjacent picture.



## STAFF & OPERATIONS

Our staff is our most important resource and we work hard to train, mentor and cultivate the “boat house” spirit. We get over a hundred applications and interview close to half of them looking for the person who will add to the environment through their energy, personality, knowledge and potential. All employees undergo significant training to maintain the highest level of service. The training includes two day introduction and safety training, 5 hours of personalized 1-on-1, and weekly in-services. There is a comprehensive 45-page training manual, which helps standardize the excellent services that we intend to offer. Brittingham Boats will have 2 to 4 staff for each shift with Owner and manager Stephan Reinkee overseeing and helping during busy periods.

One of the great things is this can be a great job 1<sup>st</sup> job for teenagers and young adults. The expectations are high but simple. That each employee should do everything they can to ensure 1) customer and their safety 2) the customer has a wonderful experience and 3) that they are having fun. Brittingham Boats wants its employees to be excited to come to work each and every day. A major part of our philosophy is that you can’t help people have a fun and enjoyable experience if you aren’t having fun yourself.

## CAPITAL INVESTMENTS

Brittingham Boats is committed the Park and the community. This is as simple as picking up trash, pulling weeds, sweeping, washing, and rake the facilities. But we have also committed to investing \$45,000 in capital improvements to the building and the site over the duration of the contract. These improvements include but not limited to upgrades to the electric and plumbing, painting the interior and exterior, building out the service area and kitchen, building a multi-purpose patio, expanding the beach, and general beatification improvements like murals, walkways and landscaping, teak flooring for the showers, and improvements to the overall functionality and usability of the Beach House and park.

**It is important to note that this is not an isolated operation. Brittingham Boats success is dependent on the performance of Leeper, Reinke and our staff, but it is also dependent on support from the Parks Division, the neighbors and the community as a whole. We believe that with passion and open communication we can offer great services and more importantly wonderful experiences for everyone who visits Brittingham Park.**

