

SNOW EQUIPMENT AND CITY PROPERTY USE AGREEMENT

Between the City of Madison and Central Cross Country Skiing, Inc.

For the 2019-2024 Calendar Years

THIS AGREEMENT, entered into by and between the City of Madison, a municipal corporation (hereinafter referred to as “City”), and Central Cross Country Skiing, Inc., a Wisconsin non-stock corporation (hereinafter referred to as “CXC”), is effective as of the date by which both parties have signed hereunder.

WITNESSETH:

WHEREAS, the City is the owner of certain park lands in the City of Madison, Dane County, Wisconsin, known as Elver Park, located at 1250 McKenna Blvd. in Madison, and certain equipment used for winter activities, including snow making machines and groomers (“Snow Equipment”); and,

WHEREAS, CXC is an organization, based in Madison, that is recognized by U.S. Ski and Snowboard as the regional organization governing cross-country skiing in the central United States, including in Wisconsin. CXC provides regional programs for the continuous growth and development of cross-country skiing; and,

WHEREAS, in 2016, the City and Madison Nordic Ski Club, Inc. (“MadNorSki”), one of CXC’s member clubs, entered into a Snow Equipment and City Property Use Agreement with the City (the “MadNorSki Agreement”) allowing MadNorSki to use the City’s Snow Equipment to make snow for the Winter Festival and at Elver Park, and to groom the human-made and existing cross-country ski trails at Elver Park and other approved locations. The Initial Agreement benefitted the City by providing a greater level of service than the Parks Division was able to provide; and,

WHEREAS, MadNorSki exercised its right to renew the Initial Agreement for the term running from October 1, 2018 through September 30, 2021. However, MadNorSki and CXC now wish for CXC to take over the MadNorSki Agreement, which change the City’s Parks Division is agreeable to and finds to be in the City’s best interest.

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 Snow Equipment and City Property Use Agreement (“Agreement”) is to set forth the terms and conditions upon which the City will allow CXC to use the City’s Snow Equipment, including, specifically, the City’s snow makers and groomers, to make snow for cross-country skiing and the Winter Festival, to groom the City’s cross-country skiing trails, and to store and use CXC equipment at Elver Park. The Agreement also sets forth the terms and conditions upon which the City will allow CXC to hold practices, lessons and competitions at Elver Park.

2. MadNorSki Agreement. As a condition precedent to entering into this Agreement, the City and MadNorSki shall terminate the MadNorSki Agreement, which termination shall be effective upon the execution hereof.
3. Term. This Agreement shall be effective upon execution by the parties hereto, and the termination of the MadNorSki Agreement, and extend through Sept. 30, 2021. Unless this Agreement is terminated under Section 22, this Agreement may be renewed for an additional 3-year term, running from October 1, 2021 through September 30, 2024, upon written notice by CXC to the City no later than August 31, 2021. The City's decision to renew or not renew the Agreement for the following three-year term will be based upon CXC's performance under this Agreement and will solely be that of the Parks Superintendent, or his/her designee. The decision to renew or not renew the Agreement is not reviewable. The City shall inform CXC within ten (10) days of receipt of CXC's notice of its intent to renew the Agreement.
4. Grant of Authority. By entering into this Agreement, the City grants CXC the authority to use the City's Snow Equipment, for its designated purpose only, at Elver Park and other City owned lands that the City may, from time-to-time, make available for cross-country skiing ("City Property"), to groom the City's cross-country skiing trails, and to store CXC equipment at Elver Park, pursuant to the terms and conditions as set forth in this Agreement. CXC may also offer individual and group lessons for a fee during the Winter Festival under conditions specified in the special event permit.
5. Special Conditions of Use. By entering into this Agreement, CXC agrees to the following special terms and conditions regarding CXC's use of the Snow Equipment and City Property:
 - A. Permissible Users.
 - (1) Any person operating or using the City's Snow Equipment, or other heavy equipment for snow making, on behalf of, in association with or at the direction of CXC, or using CXC equipment on City Property (the "User"), must be approved by the Parks Division and also meet the following requirements:
 - (a) The User must be familiar with the equipment and have received appropriate training on the equipment's operation, use and maintenance;
 - (b) The User must be competent and qualified to operate and maintain the equipment in a safe manner and in strict accordance with the manufacturer's manual; and,
 - (c) The User shall comply with all applicable laws, regulations, ordinances, rules and orders, and exercise due regard for persons and property in the operation of the equipment.

- (2) All Users under this Agreement shall wear the proper personal protective equipment when operating any equipment. CXC agrees to provide all of its employees and volunteers with any necessary equipment.

B. Snow Making. CXC may use the City's snow making equipment at Elver Park, or other City Property, as follows:

- (1) The Parks Division will control the start and end dates for the making of snow at Elver Park. CXC must communicate in advance with the Parks Division when they plan to use the snow making equipment.
- (2) CXC may use the City's snowmaking hose (approx. 200 ft), snowmaking booster pump and two snow guns.
- (3) CXC will be allowed to move the snow making equipment while at Elver Park.
- (4) CXC is permitted to use their own heavy equipment to make snow on City Property with prior approval from the Parks Division.
- (5) CXC must keep a log of all grooming activity (what trails, what date, time and who performed grooming), and make it available to the City upon request.

C. Grooming of Cross-Country Trails by CXC.

- (1) CXC will be allowed to use their own snowmobile groomer(s) to groom the cross-country ski trails at Elver Park or any other location the City expressly grants permission for cross-country skiing in the future. CXC is also permitted to use their own heavy equipment to groom trails with prior approval by the Parks Division.
- (2) CXC must keep a log of all grooming (what trails, what date, time and who performed grooming), and make it available to the City upon request.
- (3) Prior to any trail grooming, contact must be made with the Parks Division informing the City of when and where grooming will occur.
- (4) The City's PistenBully will not be allowed to be used by CXC for grooming at Elver Park or any other location unless for the Winter Festival or at times when CXC's PistenBully cannot be operated due to mechanical issues and the City agrees to allow CXC to use its PistenBully.

D. Storage of CXC Groomers at Elver Park.

- (1) CXC is allowed to store an ATV, Tidd Tech, PistenBully and other equipment as approved by the Parks Division, at the old concession building at Elver Park, approved on-snow locations and at specified City tennis

courts during the cross-country ski season. If the City's tennis courts experience damage as a result of such storage, the equipment will be removed and an alternative location will be identified at Elver Park.

- (2) Storage of the above noted equipment is approved between December 1 and March 15. Storage prior to December 1 may be approved by the Parks Superintendent if snowmaking is able to commence earlier due to weather.

E. Use of City Property.

- (1) Activities. CXC will provide to the City a list of proposed CXC activities, dates, times and estimated attendance at least two weeks prior to the start of the first activity, which may include dry running practice. The City will review and approve the activities that are permitted. All cross-country ski trails, including the human made trails, will remain open to the public. If CXC would like to close trail(s) or conduct special events, CXC will submit a Parks Special Event application for review under the standard process and with associated fees. All participants of activities are required to have a City cross-country ski permit and pay the standard price for ski rental, if renting equipment from the City.
- (2) Reporting. Annually, CXC will provide the City with a list of the number of participants in the activities, residence location, demographics and gender (if provided) and age. If the City requests, CXC will supply to the City an accounting of the funds they are generating from activities in park(s) within one month of the request.
- (3) Map of Annual Plan. By September 1 of each year, CXC will provide a detailed map of the route of proposed human made trails, location of fencing, equipment placement, storage, port-a-potty and any other uses CXC is proposing for the City Property.
- (4) Removal of Equipment. By March 15 of each year, CXC is responsible for removing any fencing, equipment, storage, port-a-potties and other uses approved to be at Elver during the snow making and grooming operation. If CXC cannot remove equipment by this date, CXC must notify Parks Superintendent or designee to receive approval for an extension date.
- (5) Diggers Hotline. If necessary, CXC is responsible for calling the one-call system (aka Diggers Hotline) prior to performing any excavation work, as defined at Wis. Stat. Sec. 182.0175(1)(b), at Elver Park. To ensure that Parks-owned utilities are also marked, include the PARK NAME AT THE BEGINNING OF THE MARKING instructions field on the ticket, and send a copy of the ticket to the City of Madison Parks Surveyor (Dan Rodman / drodman@cityofmadison.com / tel (608) 266-6674 / fax (608) 267-1162).
- (6) Driving in Park. CXC may operate motor vehicles in Elver Park that are necessary for snow making and grooming activities. In so doing, CXC will

take all possible safety precautions and only do so outside of peak recreation times. In addition, the ground must be in such a condition that such equipment and the use thereof will not damage the turf.

- (7) Modifications and Improvements to Premises. CXC shall not make any modifications or changes to City Property except with the prior written approval of the Parks Superintendent, or designee.
- (8) Parking and Access. This Agreement does not convey any special right to CXC, or to CXC's employees, volunteers, contractors, agents, customers, invitees, or any other third party, to use the City parking spaces, driveways, delivery areas, bike paths, pedestrian walkways or other locations to park vehicles and/or access the City's Property, except as otherwise allowed for under this Agreement or by the written approval of the Parks Superintendent. Any such use must be pursuant to the rules and regulations otherwise in place at the respective location, or as provided for in a separate agreement.
- (9) Weapons Prohibition. CXC shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, while using the City's Property under this Agreement.
- (10) Shelter and Bathroom Access. CXC may use the City's shelters and bathrooms during established public hours. It is CXC's responsibility to know these hours. CXC may place a privately maintained port-a-potty in Elver Park for bathroom needs. Location of the port-a-potty shall be approved by the Parks Division prior to placement.

F. Madison Winter Festival.

- (1) CXC may use the City's snow making equipment to make snow for the Madison Winter Festival. This snow making may occur at any agreed upon location.
- (2) CXC may use the City's PistenBully snow groomer for the Winter Festival.
- (3) The City's Parks Division is the approved transporter of the City's PistenBully and snow making equipment. The transportation of this Snow Equipment to and from the Winter Festival should be arranged by CXC with the Parks Division at least 48 hours in advance.
- (4) CXC shall be responsible for separately obtaining the necessary approvals from the City for the Winter Festival.

G. Equipment Safety. CXC shall maintain its own equipment, including safety equipment, in a safe working order at all times. In addition, all equipment subject to this Agreement that is located on City Property for snow making and grooming must be safely secured and not create hazards to park users. Equipment storage and

use must not unreasonably interfere with other park activities, such as ice skating and sledding.

H. Snow Equipment Maintenance. The City will perform annual service on the Snow Equipment and deliver the equipment in working order to Elver Park by December 1, unless snowmaking can begin prior to December 1 in which case an earlier delivery date will be established. During the winter season, CXC is responsible for maintaining the Snow Equipment. At the end of the winter season, or as otherwise agreed to by the Parties, CXC is responsible for returning the equipment to the City in working order.

I. Additional Conditions.

- (1) The City may, at any time, suspend CXC's use of the Snow Equipment or City Property if the City has a need for the Snow Equipment or other use of the City Property. The City will, if possible, provide 48 hours advance notice of such a suspension. In addition, if the City determines that the Snow Equipment is being misused, operated in an unsafe manner, or in violation of rules of use (however provided), it may terminate this Agreement with no advance notice.
- (2) CXC assumes all risk and liability for damage to the Snow Equipment or City Property arising out of CXC's activities under this Agreement. CXC will promptly notify the City in the event of any incident involving the Snow Equipment or on City Property, whether or not the incident causes bodily injury or property damage. CXC will promptly pay any charges the City incurs in repairing damage to or replacing the Snow Equipment or City Property, including reimbursement of any property insurance deductibles.
- (3) CXC agrees that the City shall not be held responsible for any damage or loss to any of CXC's property, or any of its employees' or volunteers' property, while engaging in activities covered by this Agreement, whether the damage is caused by the City, its employees, contractors or others.

J. Fees and Charges.

- (1) Use Fee. No use fees will be charged by the City for weekly lessons, practices, and races approved by the City due to the investment CXC is making to create human-made snow.
- (2) Utility Charges. The City shall be responsible for all utility charges (water and electrical) associated with CXC's snow making under this Agreement, unless otherwise agreed to by the parties in writing.
- (3) Special Lighting Charge. Outside of the City's official opening and closing of the cross-country ski trails at Elver for the season, the costs of trail lighting will be the responsibility of CXC, at a rate of \$5 per hour. CXC must provide a schedule for lighting needs at the beginning of the season

and must contact Parks within 48 working hours of the need to deviate from the schedule. Additional lighting will primarily be used by CXC for dry running practices. CXC will pay lighting invoices within 30 days of receipt.

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 CXC. It is agreed that CXC is an independent contractor and not an employee or representative of the City, and that any persons who CXC utilizes and provides for services under this Agreement are employees or volunteers of CXC and are not employees or volunteers of the City.
8. Assignability and Subcontracting. CXC shall not assign or subcontract any interest or obligation under this Agreement without the City's prior written approval. All of the services provided for hereunder shall be performed by CXC and employees or volunteers of CXC.
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 CXC of the right to use the City's Snow Equipment and use and maintain City Property for the purposes set forth herein.
10. Access to City Property. This Agreement gives CXC the non-exclusive right to use City Property and Snow Equipment for specific purposes. In no case shall this limited grant of rights be interpreted to preclude the City's or the public's access to the City's Property.
11. 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 CXC and the Parks Superintendent, or his/her designee.
12. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or CXC 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 CXC 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.
13. Indemnification. CXC 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 CXC's acts or omissions in the performance of this Agreement and use of the City's Snow Equipment or City Property, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

14. Hazardous Substances; Indemnification. CXC represents and warrants that its use of the City's Snow Equipment and City Property will not generate any hazardous substance, and it will not store or dispose on City property nor transport to or over City property any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. CXC 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.

15. Insurance.

A. Required Insurance. CXC will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. CXC shall not commence work under this Agreement, nor shall CXC 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.

- (1) Commercial General Liability. During the life of this Agreement, CXC shall procure and maintain Commercial General Liability insurance including, but not limited to, bodily injury, property damage, personal injury, products and completed operations in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. CXC's coverage shall be primary and noncontributory, and list the City of Madison, its officers, officials, agents and employees as additional insureds. CXC shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.
- (2) Automobile Liability. During the life of this Agreement, CXC 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. CXC shall require all subcontractors

under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

- (3) Umbrella Liability. During the life of this Agreement, the CXC shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability and Business Automobile Liability with minimum limits of \$2,000,000 per occurrence and in the aggregate.
 - (4) Property Insurance. CXC shall be solely responsible for carrying personal property insurance sufficient to cover the loss of all of its personal property on City Property. Such personnel property includes, but is not limited to, CXC's snow grooming equipment and other vehicles. The City shall not be liable for any damage to or loss of property of CXC 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. CXC 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. CXC shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Risk Manager. CXC shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.
- D. Notice of Change in Policy. CXC 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, CXC 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
210 Martin Luther King Jr. Blvd., Room 406
Madison, WI 53703-3345

16. Non-Discrimination. In the performance of the services under this Agreement CXC 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, gender identity, political beliefs, or student status. CXC 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, sexual orientation, gender identity or national origin.
17. 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.
18. 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
210 Martin Luther King, Jr. Blvd. #104
Madison, WI 53703

CXC: Nordic Ski CXC, Inc.
5184 Reynolds Ave.
Waunakee, WI 53597
19. 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.
20. 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.
21. Compliance with Applicable Laws. CXC 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 CXC and its agents and employees. CXC's failure to comply with any such laws, ordinances or regulations shall be a default subject to Section 22 of this Agreement.

22. Default/Termination.

A. Except where otherwise noted in this Agreement, in the event CXC 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 unremedied for a period of ten (10) days after written notice thereof to CXC, 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 CXC, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of CXC under this Agreement.

B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this agreement at any time by furnishing CXC with ten (10) days' written notice of termination.

23. Authority. CXC represents that it has the authority to enter into this Agreement and the person signing on behalf of CXC represents and warrants that he or she has been duly authorized to bind CXC and sign this Agreement on CXC's behalf.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year first above written.

FOR CENTRAL CROSS COUNTRY SKIING, INC.

Oyvind Solvang, President

Date

FOR THE CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Approved:

David P. Schmiedicke, Finance Director

Date

Eric Veum, Risk Manager

Date

Approved as to form:

Michael P. May, City Attorney

Date

Execution of this Agreement by City is authorized by Resolution Enactment No. RES 19-_____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 2019, and the approval of the Board of Parks Commissioners on _____, 2019.

**TERMINATION OF THE
SNOW EQUIPMENT AND CITY PROPERTY USE AGREEMENT**

Between the City of Madison and Madison Nordic Ski Club, Inc.

For the 2018-2021 Calendar Years

WHEREAS, on December 19, 2016, the City of Madison, a municipal corporation (hereinafter referred to as “City”), and the Madison Nordic Ski Club, Inc., a Wisconsin corporation (hereinafter referred to as “Club”), entered into a Snow Equipment and City Property Use Agreement (the “Agreement”), which Agreement was renewed for an additional three-year term running from October 1, 2018 through September 30, 2021; and,

WHEREAS, Central Cross Country Skiing, Inc. (“CXC”), the regional organization governing cross-country skiing in the central United States, including in Wisconsin, and which Club is a member club of, and Club have agreed that CXC should take over the duties being performed by Club under the Agreement; and,

WHEREAS, the City’s Parks Division is in agreement with replacing the Agreement with Club with an Agreement with CXC, provided that the CXC Agreement is conditioned upon the termination of the Club’s Agreement with the City.

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. The Agreement is hereby terminated upon the effective date of a new Snow Equipment and City Property Use Agreement between the City and CXC.
2. Upon the termination of this Agreement, the Agreement shall be void and have no further effect, except for Sections 12-14, which shall continue to apply to any claim or action that may arise under the Agreement.

FOR MADISON NORDIC SKI CLUB, INC.

Dean Gore, President

Date

FOR THE CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Approved:

David P. Schmiedicke, Finance Director

Date

Eric Veum, Risk Manager

Date

Approved as to form:

Michael P. May, City Attorney

Date

Execution of this Termination by City is authorized by Resolution Enactment No. RES 19-_____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 2019, and the approval of the Board of Parks Commissioners on _____, 2019.