



# **BOARD OF MARINA, PARKS & FORESTRY AGENDA**

**May 06, 2025 at 4:15 PM**

**Municipal Service Building - Training Room, 2026 New Jersey  
Avenue**

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It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Department of Public Works, (920) 459-3440. Persons other than commission, committee, and board members who wish to participate remotely shall provide notice to the Public Works Department at 920-459-3440 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

## **OPENING OF MEETING**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Input (3 minute limit per individual)

## **MINUTES**

- [5.](#) Approval of Minutes: February 4, 2025

## **ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

6. Election of officers, Chair and Vice Chair
7. Marina discussion - long term solutions for winter boat storage
- [8.](#) RFP Discussion - Operation of disc golf concession for Vollrath Park
- [9.](#) RFP Discussion - Operation of Beer Garden
- [10.](#) Marina Report (N. Warminsky)
- [11.](#) Maywood Report (K. Kelling)
- [12.](#) Forestry Report (T. Bull)
- [13.](#) Park Report (J. Kerlin)

## **NEXT MEETING DATE**

14. Next regular meeting date: August 5, 2025

## ADJOURN

### 15. Motion to Adjourn

***In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:***

*City Hall • Mead Public Library  
Sheboygan County Administration Building • City's website*

**CITY OF SHEBOYGAN****BOARD OF MARINA, PARKS & FORESTRY MINUTES****Tuesday, February 04, 2025**

**COMMISSION MEMBER PRESENT:** Chair Peter Mayer, Alderperson Dean Dekker, Rebecca Clarke, Marilyn Montemayor, Terry Van Akkren, and Superintendent of Parks and Forestry Joe Kerlin

**COMMISSION MEMBERS EXCUSED:** Dennis Wield

**COMMISSION MEMBERS ABSENT:** Sheila Yang

**STAFF/OFFICIALS PRESENT:** Maywood Environmental Park Director Kendra Kelling, Marina Manager Nick Warminsky, and Administrative Clerk Rachel Masse

**OTHERS PRESENT:** Randy Meyer

**OPENING OF MEETING**

1. Call to Order  
Chair Peter Meyer called the meeting to order at 4:16PM.
2. Roll Call
3. Pledge of Allegiance
4. Public Input (3 minute limit per individual)

**MINUTES**

5. Approval of Minutes: November 5, 2024  
MOTION TO APPROVE THE MINUTES FROM NOVEMBER 5, 2024  
Motion made by Terry Van Akkren, seconded by Marilyn Montemayor.  
Voting Yea: Peter Mayer, Dean Dekker, Rebecca Clarke, Marilyn Montemayor, Terry Van Akkren, and Joe Kerlin

**ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

6. Marina Report (N. Warminsky)  
Nick Warminsky presented the Marina Report
7. Maywood Report (K. Kelling)  
Kendra Kelling presented the Maywood Report
8. Park and Forestry Report (J. Kerlin, T. Bull)  
Joe Kerlin presented the Parks and Forestry Report

**NEXT MEETING DATE**

9. Next regular meeting date: May 5, 2025

**ADJOURN**

10. Motion to Adjourn

MOTION TO ADJOURN AT 5:15PM

Motion made by Rebecca Clarke, seconded by Terry Van Akkren.

Voting Yea: Peter Mayer, Dean Dekker, Rebecca Clarke, Marilyn Montemayor, Terry Van Akkren,  
and Joe Kerlin

# **REQUEST FOR PROPOSALS #2072-25 CITY OF SHEBOYGAN**



## **OPERATION OF A DISC GOLF CONCESSION FOR VOLLRATH PARK**

**Issued January 27, 2025  
Bids due February 24, 2025 1:00PM**

**CITY OF SHEBOYGAN**  
**REQUEST FOR PROPOSALS # 2072-25**  
**OPERATION OF A DISC GOLF CONCESSION**  
**AT VOLLRATH PARK**

The City of Sheboygan is soliciting proposals for the operation of a disc golf concession at Vollrath Park in Sheboygan. The selected vendor will be responsible for the overall operation of the concession and commonly known as "The Shack adjacent to the first hole of the 18-hole disc golf course. The course itself is open to the public on a year-round basis while the concession stand is typically operated on a seasonal basis.

In order to be considered, Proposals must be received no later than 1:00 PM in electronic format on Monday February 24, 2025

Interested parties may obtain specifications and bidding documents by contacting the purchasing agent at (920) 459-3469 or [Bernard.rammer@sheboyganwi.gov](mailto:Bernard.rammer@sheboyganwi.gov)

The awarded Contractor will be required to furnish a certificate of insurance naming the City of Sheboygan as additionally insured prior to the start of the 2025 season.

All proposals received become the property of The City of Sheboygan and must remain in effect not less than sixty (60) days beyond the proposal submission deadline. Proposals submitted may be withdrawn up and until the proposal deadline.

The City of Sheboygan reserves the right to reject any proposals received, cancel this solicitation, waive any informality associated with the proposal process and award the contract deemed to be in the best interest of The City of Sheboygan

# Request for Proposals City of Sheboygan

## Vollrath Park Disc Golf Shop Vollrath Park 2001 N 3<sup>rd</sup> Street

### **DESCRIPTION OF SERVICES/COMMODITIES**

#### Introduction

The City of Sheboygan is accepting proposals from qualified vendors for the right to provide a disc golf shop and concession stand in Vollrath Park. These services may include but are not limited to; 1) Complete operation of a disc golf shop and concession stand 2) acceptance of overall responsibility for the included facility even while closed 3) advertisement of the shop to promote use. Successful proposers will consider how their services complement and integrate with existing park uses as well as engage a diversity of members of the community. The successful Proposer(s) shall compensate the City in return for these rights, meet the City's requirements for operations and abide by the City's terms and conditions for granting these rights, set forth in solicitation and also in the resulting agreement, if issued.

#### Goals

The goal of signing an agreement with an outside vendor(s) and conveying the rights to provide these services is to serve the public interest of park patrons by offering seasonal services and enhance the safety and ambience of the park by maintaining a business with attendance in the park. The business should offer a comprehensive selection of discs, accessories, and have knowledgeable staff, while actively engaging with the local disc golf community through events, tournaments, fundraisers, classes, and a welcoming atmosphere, while providing excellent customer service to cater to players of all skill levels. Additionally, the city is interested in potential revenues it may realize from the relationship while enhancing usage of the course.

#### Term

The agreement, if issued, shall commence in the spring of 2025 and end on December 31, 2027. Upon mutual agreement the City and selected vendor(s) may extend the agreement for up to two additional one-year periods (i.e. 2028 & 2029). The City reserves the right to negotiate an alternate term. The terms and conditions of this RFP cover the initial and all subsequent agreement periods granted.

### Location/Background Information

The solicitation includes rights for the city building known as the “Shack” in Vollrath Park, 2001, North 3<sup>rd</sup> Street, Sheboygan WI. The building is located by the first hole of the Vollrath Disc Golf Course. Nearby park amenities include a rentable shelter with seasonal restrooms, play equipment, two tennis courts, six pickleball courts, and the Vollrath bowl. Currently food trucks park on N. 3<sup>rd</sup> Street and Vollrath Blvd, adjacent to the park, every Monday evening during the summer, transforming the park into a Monday night community gathering. Also, Vollrath Park is just a few blocks away from Lake Michigan.

Vollrath Park Disc Golf course was built in 1980 and was the third pole course built in Wisconsin. It is now the oldest constructed course being utilized in Wisconsin. The course is also home to the annual “The Pickle” disc golf tournament. The course has recently had several updates offering a full 18-hole course.

### Amenities

Use of the following amenities shall be available to the Permittee(s) The Vollrath Disc Golf Shop Building and electrical utility. Use of course for disc golf course classes, tournament and other. In most cases the course will need to stay open to the public. The adjacent shelter is able to be rented by private parties, however, it may be available to the Permittee(s) free of rent, if not reserved/rented. The Permittee(s) can also reserve the shelter by paying the rental fee, if needed.

### Tour of the Site

Potential Contractors are able to tour the site and 18-hole course on their own and at their leisure. To arrange a tour of the interior of the building on an appointment basis, interested parties may contact the purchasing agent at (920)459-3469.

### Requirements/Restrictions/Conduct/for Operations

#### 1. Equipment

Provide and maintain in good order all furnishings and equipment required too adequately establish and operate a disc golf pro-shop/concession stand. Under no circumstance will any City owned furnishings and equipment be used for the purposes of the concession without the express consent of the city.

#### 2. Sales Items

Provide sales of a comprehensive selection of discs and accessories as well as concession items. Other items such as pickleball equipment may be sold. Permittee must abide by all City laws. the City must approve all sale items, prior to sales competencies. Permittee shall provide to the City, by March First of each annual period granted, a specific list of sale items. The City will review the annual list and reserves the right to disapprove any sale item. Permittee may not expand or change sale items without prior City review and approval.



### 3. Alcohol Use

Sales and use of alcohol by permittee or employees of the permittee are strictly prohibited anywhere at the site during the season.

### 4. Permittee Conduct

The City will hold the permittee and its employees to a high conduct standard when conducting business on City property. Employee and its employees should act in a professional manor, have a positive attitude towards the City, be knowledgeable about disc golf and their products and services, dress appropriately and communicate effectively with the public.

### 5. Maintenance

Permittee is responsible for cleanliness and cleaning supplies for the facilities including the building, and grounds around the building. Permittee is responsible for painting and any repairs needed to the facility for any reason.

### 6. Garbage

Permittee will be responsible for bringing all trash generated at the site to a park dumpster by 10:00am on Monday and 10:00am on Friday while the shop is open for the season.

### 7. Utilities

Permittee(s) will be responsible for paying the electrical utilities for the facility. At the start of the engagement, Alliant Energy will be instructed to send the monthly electricity invoices to the contracted vendor.

### 8. Deposit

A damage deposit in the amount of \$500 for each annual season is required. This will be refunded at the end of each season following a mutual end of season inspection with the City.

## **REQUIRED CONTENT OF PROPOSALS**

### 3.3 Background Information

Please provide detail as to your firm's background and experience in the operation of disc golf or similar types of concessions and include information as to why the City should consider your proposal

### 3.4 References

Please provide references from the owners of other properties for which you or your company have operated concessions including the type of concession, length of the contract and successes achieved during the contract term.

### 3.4 Course Enhancement

Please provide a detailed explanation of what your organization would do to enhance the conditions of the course. Please provide a list of ideas for making this agreement more beneficial to the public and the city.

### 3.5 Proposed Events

List engagement events such as tournaments, fundraisers, and classes that you would consider offering as a means to bolster or enhance the use of the 18-hole course, attract new users to the sport and maintain or enhance relations with the general public using the park,

### 3.6 Financial Proposal

Please provide a detailed explanation of Finances included in your proposal. At a minimum please provide an explanation of the following:

- Provide an explanation as to your proposed payment to the City of Sheboygan for the use of the park facilities for each of the initial three years of the contract.
- How will the payments be structured?
- Is there an opportunity for a base payment plus a percentage of sales?

**STANDARD TERMS AND CONDITIONS**  
 (Request for Bids/Proposals/Contracts)  
 Sheboygan County Purchasing

**APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Sheboygan acquires goods or services, or both.

**ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.

**DEFINITIONS:** As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

**SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Sheboygan County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

**DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation

**QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

**QUANTITIES:** The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

**DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

**PRICING:** Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea. etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid evaluation and contract administration.

Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

**CONFLICT OF INTEREST** Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing

attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

**ACCEPTANCE-REJECTION:** Sheboygan County reserves the right to accept or reject any or all bids, to waive any Technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid or 60 days after the date of submission to the County.

**BID SUBMISSION:** Bids **MUST** be dated and time stamped by the Sheboygan County Purchasing Agent's Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing Agent is necessary; timely deposit in the mail system is not sufficient. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

**METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

**ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Sheboygan County Purchasing Division.

**PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Sheboygan County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

**NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

**TAXES:** The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued a tax-exempt number to Sheboygan County.

The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

**GUARANTEED DELIVERY:** Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

**APPLICABLE LAW AND VENUE:** This contract shall be governed under the laws of the State of Wisconsin, and

venue for any legal action between the parties shall be in Sheboygan County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulation which are in effect during the period of this contract and which in any manner affect the work or its conduct.

**ASSIGNMENT:** No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Sheboygan County.

**NONDISCRIMINATION/AFFIRMATIVE ACTION:** During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 46 of the Sheboygan County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, and training, including apprenticeships, rates of pay or other forms of compensation.

The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

**FAILURE TO COMPLY** with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

The vendor agrees to furnish all information and reports required by Sheboygan County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Sheboygan County Ordinances., and the provisions of this Agreement.

**ADA: Americans with Disabilities Act:** The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

**PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT:** The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

**SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

**MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

**WARRANTY:** Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided herein.

**INSURANCE RESPONSIBILITY:** The successful vendor shall:

Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

Indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the County, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary.

County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish County with a certificate of insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement.

The successful vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal.

It is also agreed that on Claims-Made policies, either the successful vendor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

The County reserves the right to require higher or lower insurance limits where County deems necessary.

In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every sub vendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

**CANCELLATION:** County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

**PUBLIC RECORDS ACCESS:** It is the intention of the County to maintain an open and public process in the

solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Sheboygan County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

**PROPRIETARY INFORMATION:** If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. In any event, bid prices will not be held confidential after award of contract.

**PROMOTIONAL ADVERTISING:** Reference to or use of Sheboygan County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited without express written consent of the county.

**ANTITRUST ASSIGNMENT:** The vendor and the County of Sheboygan recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the County of Sheboygan (purchaser). Therefore, the successful vendor hereby assigns to the County of Sheboygan any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

**RECORDKEEPING AND RECORD RETENTIONPUBLIC WORKS CONTRACTS:** The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, material men and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

**RECORDKEEPING AND RECORD RETENTIONCOST REIMBURSEMENT CONTRACTS:** Where payment to the vendor is based on the vendor's costs; vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

#### **COMPLIANCE WITH FAIR LABOR STANDARDS.**

During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance

Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.



# REQUEST FOR PROPOSALS CITY OF SHEBOYGAN



## BEER GARDEN CONCESSION KIWANIS PARK AREA #8

REQUEST FOR PROPOSALS # 2076-25

**Due Date: May 15, 2025**

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Attachment: Terms and conditions

## NOTICE TO PROPOSERS

### Summary

The City of Sheboygan ("City") is soliciting Proposals from qualified vendors for establishment and operation of a Beer Garden Concession at Kiwanis Park in the City of Sheboygan. Vendors submitting Proposals ("Proposers") are required to read this Request for Proposals ("RFP") in its entirety and follow the instructions contained herein.

### Important Dates

Deliver Proposals no later than the due time and date indicated below. The City will reject late Proposals:

Issue Date: April 14, 2025  
**Questions Due: May 9, 2025**  
**Proposals Due: 1:00 pm on Thursday May 15, 2025**

#### 1.1 Format

Submit Technical and Financial Proposals in one package

Electronic proposal in a PDF format

The city will not consider illegible Proposals.

Elaborate proposals (i.e., expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

#### 1.2 Labeling (Subject Line of E-Mail)

Request for Proposals # 2076-25 : Kiwanis Park Beer Garden Concession

#### 1.3 Delivery of Proposals

Via email: [Bernard.rammer@sheboyganwi.gov](mailto:Bernard.rammer@sheboyganwi.gov)

Proposals must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

#### 1.4 Appendix A: Standard Terms & Conditions

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. City of Sheboygan Standard Terms and Conditions are the minimum requirements for the submission of Proposals.

#### 1.5 Multiple Proposals

Multiple Proposals (Alternates) from Proposers are permitted; however, each must fully conform to the requirements for submission. Proposers must sequentially label (e.g., Proposal #1, Proposal #2) and separately package each Proposal. Proposers may submit alternate pricing schemes without having to submit multiple Proposals.

## 1.6 City of Sheboygan Contact Information

The City of Sheboygan Purchasing Agent:  
 Bernard Rammer  
 828 Center Avenue, Suite 110  
 Sheboygan WI 53081  
 (920)459-3469  
 Bernard.rammer@sheboyganwi.gov

The city employs spam filtering that occasionally blocks legitimate emails, holding them in ‘quarantine’. The contact listed in this RFP will acknowledge all emails received. Proposers not receiving acknowledgement within twenty-four hours shall follow-up via phone with specific information identifying the originating email address for message recovery.

## 1.7 Inquiries, Clarifications, and Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, ***in writing***, to the Purchasing Agent via U.S Mail or electronic mail.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the City and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the city will send addenda to all bidders of record– see 1.11 below.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to bid terms, conditions, specifications and dates stated within the bid package. Finally, the City of Sheboygan reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not to be in the City’s best interests.

## 1.8 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will issue addenda to all bidders of record. It is the Proposers responsibility to **register their Email** address with the Purchasing Agent (Bernard.rammer@sheboyganwi.gov) in order to receive the addenda. Proposers must acknowledge the receipt of any addenda on Form B. Failure to register or retrieve addenda and include their provisions may result in disqualification. Addenda to be distributed will include any questions received and answers to same.

## 1.8 Oral Presentations/Site Visits/Meetings

Proposers may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the Proposers expense.

## 1.9 Acceptance/Rejection of Proposals

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

## 1.10 Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for

receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

#### 1.11 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the Proposal. If, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

#### 1.12 Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret" as defined in State of Wisconsin Statutes and identified as same by the Proposer may be held confidential.

Proposers shall seal separately and clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

##### S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c). s. 134.90(1)(c) (c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Proposals from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all Proposals will be available for review in accordance with such laws.

#### 1.13 Tax Exempt

The City of Sheboygan, a municipality is exempt from payment of federal excise taxes and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005599. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be furnished. Our CES number is 245770.

#### 1.14 Proposers Responsibility

Proposers shall examine this RFP and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the resulting contract.

## 2 DESCRIPTION OF SERVICES/COMMODITIES

### 2.1 Introduction

The City of Sheboygan is accepting proposals from qualified vendors for the right to operate a Beer Garden concession in Kiwanis Park. These services may include, but are not limited to; 1) Establishment and construction of a suitable outdoor concession facility 2) complete operation of the concession 3) acceptance of overall responsibility for the included facilities even while closed 4) advertisement of the concession to promote use. Successful proposers will consider how their services complement and integrate with existing park uses as well as engage a diversity of members of the community. The successful Proposer(s) shall compensate the City in return for these rights, meet the City's requirements for operations and abide by the City's terms and conditions for granting these rights, set forth in this solicitation and also in the resulting agreement, if issued.

### 2.2 Goals

The goal of signing an agreement with an outside vendor(s) and conveying the rights to provide these services is to serve the public interest of Park patrons by offering seasonal services and enhance the safety and ambience of these parks by maintaining a business in an under- utilized area of the park.

Additionally, the City is interested in potential revenues it may realize from the relationship while enhancing usage of an under-utilized area of Kiwanis Park.

### 2.3 Term

The agreement, if issued, shall commence in the spring/early Summer of 2025 and end in the Fall of 2027. Upon mutual agreement the City and selected vendor(s) may extend the agreement for up to two additional one-year periods (i.e. 2028 & 2029). The City reserves the right to negotiate an alternate term. The terms and conditions of this RFP cover the initial and all subsequent agreement periods granted.

### 2.4 Locations/Background Information

The solicitation includes rights for Area # 8, Kiwanis Park, Kiwanis Park Drive, Sheboygan WI. Parking for patrons is currently available along Kiwanis Park Drive. Area # 8 is a well shaded, level area of the park adjacent to a stretch of the Sheboygan River. Nearby park amenities include The Kiwanis Park Fieldhouse, A public boat/kayak launch, a new skateboard park and several ball diamonds and soccer field, and plenty of green space. Additionally, new for 2025 are (6) Pickleball Courts and a fenced dog park.

### 2.5 Amenities

Use of the following amenities shall be available to the Permittee(s):

**Area 8 Main shelter** including bathrooms and drinking fountain, electrical outlets and water connections.. Water connections will be turned on from approximately May 1st to October 30th each season.

The **Concession Stand** is situated to the South of the Main Shelter. In addition, there is a large graveled space area to the east of both the Main Shelter and the concession stand. This area borders the Sheboygan River. This is where the tables and chairs provided by the concessionaire would be situated. Finally, there is a large open-air pavilion to the South of the premise commonly referred to as the **Jaycee Pavilion**.

#### **Jaycee Pavilion**

The Operator will retain exclusive use of the Jaycee Pavilion during the life of the agreement. The Operator will have the right to rent the pavilion during the life of the contract. The Operator may choose to use the pavilion for the beer garden during inclement weather.

### 2.6 No Real Estate

It is expressly understood and agreed that this Agreement is not a lease or a conveyance of Real Estate, 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.

## 2.7 Requirements for Operations

### 1. Equipment

Provide and maintain in good order all furnishings and equipment required to adequately establish and operate a *Beer Garden* including lighting, perimeter fencing, tables, chairs, benches, service counters, landscape materials, refrigeration, food preparation equipment, food storage equipment, beer dispensing equipment as well as trash receptacles, sound systems and signage. Also, to be provided will be cleaning equipment, tools and fixtures. Under no circumstance will any City owned furnishings and equipment be used for the purposes of the concession without the express consent of the City.

### 2. Concessions

Provide food and beverage concessions Permittee must abide by all City laws. The City must approve all concessions, prior to sale. Permittee shall provide to the City by March First of each annual period granted a specific list of concessions. The City will review the annual list and reserves the right to disapprove any concessions. Permittee may not expand or change Concessions without prior City review and approval. All concessions for sale shall be individually listed on an inventory and filed with the City, prior to sale.

## 2.8 Pets

Well behaved dogs, on leashes are welcome in the area of the beer garden.

## 2.9 Hours of Operations

Maintain hours of operations that are constant with park hours and predetermined open/closed times. Permittee shall open for the season no later than June 1st and close no earlier than October 1<sup>st</sup>. Permittee may begin to move in equipment and set up for the season earlier with permission from the City.

The Concession shall be open for business not less than 3 days in any given week with the possible exception of the poor weather conditions.

The concession shall be open for business a minimum of 8 hours per day but is negotiable.

Hours of operation will be clearly posted and will fall between 10:00 AM and 10:00 PM daily.

The Concessionaire should include a description of his/her proposed hours of operation within the proposal document.

## 2.10 Appearance

Permittee's employees must display professional appearance, wear name tags at all times identifying them as an employee of the Permittee.

## 2.11 Storage

Permittees that are granted successive terms may store equipment, between terms, under cover of the open area of the Jaycee Pavillion. Permittee may not store equipment outside of buildings during this time. All storage of materials shall be at the sole risk if the concessionaire. The Parks Superintendent or his designee shall determine acceptable storage of materials.

## 2.12 Maintenance

Permittee is responsible for cleanliness and cleaning supplies for the facilities including storage rooms, the main shelter, the concession stand, grounds around the building, and restrooms. Permittee shall be solely responsible keeping the grounds immediately adjacent to the facility(s) picked up of paper and debris.

Permittee shall be responsible for opening, closing and cleaning daily the restrooms included under this offering. Permittee is responsible for stocking bathroom supplies including toilet paper, hand soap and paper towels. Permittee is responsible for maintaining the landscaping around the area designated to include weeding, mulching and basic pruning and without the use of pesticides. The permittee will work with the Parks Superintendent to establish boundaries for lawn maintenance.

Custodial services are provided by the successful proposer and chemicals, trash-liners, soap and paper used are supplied by the Concessionaire

### 2.13 Capital Improvement

Permittee and City shall discuss, at least annually, the merits of improving the premises to which the Permittee has access under this agreement. Upon mutual consent the City and Permittee *may* enter into an agreement to share the costs of improvements required or desired to maintain the functionality of the premises or improve the marketability of services provided from the premises. The City and Permittee shall negotiate cost sharing. Considerations may include, but are not limited to; the cost of the improvement, life of the improvement, percentage of premises occupied by Permittee, number of months annually occupied by Permittee, and the schedule of reimbursement to City by Permittee for its agreed-upon share of improvement.

Permittee may not make permanent modifications to the premises covered in this agreement without the City's express and written approval. The City reserves the right to modify, repair or improve the premises at its discretion, without approval of Permittee, so long as it is done at the City's expense.

### 2.14 Advertisement

Advertisements must be approved by the City in advance. Permittee shall not use park logo, taglines, mission/vision or reference the City without prior approval. The Parks Division and the City of Sheboygan Building Inspection Department shall approve signs and banners, including menu boards. 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.

### 2.15 Subcontracting

Permittee shall not assign or subcontract any portion of this agreement. Furthermore, Permittee is not allowed to rent facilities to any third Party.

### 2.16 Insurance

Keep insurance with indemnification for the City as required per Appendix A: Standard Terms and Conditions.

### 2.17 Damage

The Permittee will immediately report any damage caused to the City's property and shall be held responsible for the restitution of any said damage whether the damage is caused by the permittee, permittees customers or an outside person. The Permittee shall not be responsible for damage from City's mechanical malfunctions, broken water lines, or acts of nature unless actions by the permittee have directly or indirectly caused the malfunction.

The Permittee shall be wholly responsible for all areas under his or her control during the entire term of the agreement. Responsibility shall be 24 hours per day, 7 days per week.

### 2.18 Deposit

A damage deposit in the amount of \$3,000 for each annual season is required, which Permittee must pay prior to occupying the location. At the conclusion of each season and after inspection the City will refund the damage deposit less any assessed damage. In cases where damage is



greater than \$3,000 the City shall keep the entire annual damage deposit and Permittee shall pay to the City the difference between the damage and deposit, within 30 days of notice by the City.

#### 2.19 Surrender of Building

Not later than three (3) days after the date of termination of this Agreement, Permittee agrees to vacate and surrender the portions of the premises allocated to it for the operation of this Agreement, remove personal property there from, and deliver possession of the same to City, in as good condition as the premises were in at the commencement of the Agreement with the exception of unavoidable wear through careful use and damage by fire or other casualty beyond the control of Permittee. All equipment and other property of City (if any) on the premises shall remain the property of the City after the termination of this Agreement. An inventory of City property and equipment (if any) will be performed before release.

#### 2.20 Facility Access

The Parks Division will provide access to; 1) concession stand 2) restrooms Note the facilities covered in this solicitation are not all accessible by vehicle. Permittee must provide access to premises 24/7 for Parks staff.

#### 2.21 Taxes and Expenses

Permittee is responsible for and shall pay all taxes and expenses pertaining to their business. Permittee agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful the personal property of Permittee on the premises during the term of the agreement. Permittee shall pay an allowance for utilities for the spaces they occupy with the amount to be determined.

The proposal should include information related to how the permittee/concessionaire intends to handle fixed expenses such as trash collection and disposal, utility expenses, maintenance and upkeep, lawn maintenance within the boundaries of the permit property etc.

#### 2.22 Auditing/Records

Permittee shall retain and make available to the City: 1) statements of profit and loss, 2) operating statistics, pricing for concessions or 4) any documents of a similar nature pertaining to the Permittee's operations on City property.

#### 2.23 Evaluation of Proposals

All proposals received will be reviewed by a cross-functional team comprised of City Staff and scored utilizing the following criteria. The proposal receiving the highest overall score will be selected and invited to participate in final contract negotiations.

Evaluation Criteria	Maximum Points
Please evaluate the proposal and award points based upon the demonstrated experience in the successful operation of a Beer Garden or similar concession	30
Please evaluate the proposal on the overall ability of the proposer to establish and open a beer garden in Kiwanis Park in the Summer of 2025	15
Please evaluate the proposal and award points as to the proposer's ability to secure all necessary permits and licensing required for the operation of the beer garden	15
Please evaluate the proposal and award points based upon the proposers demonstrated creativity to both sustain and enhance a beer garden in Kiwanis park in the future.	15
Please evaluate the proposal and award points based upon demonstrated willingness and ability of the proposer to, if selected, follow through to execution of an agreement.	10
Please score the proposal and award points based upon the Financial benefit to the City.	15
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

### 3.0 REQUIRED CONTENT OF PROPOSALS

#### 3.1 [Section 1 – General Information, Signatures, and Required Guarantees and Certifications](#)

- A. Form A – Signature Affidavit
- B. Form B – Receipt Forms and Submittal Checklist
- C. Form C – Concessionaire Profile Information

#### 3.2 [Section 2 – References, Performance, Litigations](#)

- A. List any and all contracts or agreements your firm has currently with the City of Sheboygan
- B. Provide a list of governmental organizations/municipalities and/or clients with whom your firm has done similar business and/or has had similar contracts in size and scope within the last 5 years. Be specific and include the information in RFP Form E.
- C. Disclosure of Contract Failures, Litigations

Disclose any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the consultant or in which the consultant has been judged guilty of liable or which may affect the performance of the services to be rendered herein, in which the Firm, any of its employees, subcontractors, or sub consultants is or has been involved in within the last three (3) years.

#### 3.3 [Section 3 – Background Information](#)

Responses must be in the same sequence as listed and must be identified with the corresponding question number. i.e., Question 1, Question 2, etc.

##### 3.3.1 Qualifications Overview / General Company Information

Provide a brief overview of the general background and services provided by your firm, including size of organization, description of organization structure, number of years in business and experience in serving governmental entities. Demonstrate the firm's capability and evidence of your experience providing services equal to or greater in scope than those requested in this RFP.

##### 3.3.2 Organization Management Approach

Describe the approach to organization management and the responsibilities of the management and staff personnel, if applicable, who will perform work on the contract; describe method employed to ensure prompt service, customer satisfaction, prompt compliant resolution, effective employee performance and training, and timely initiation and completion of all work. Please provide a resume (1-page limit) for each of the key personnel described.

#### 3.4 [Section 4 – Technical Questionnaire](#)

Responses must be in the same sequence as listed and must be identified with the corresponding question number. i.e., Question 1, Question 2, etc.

##### 3.4.1 Please provide a brief overview (four pages maximum) of how the Proposer plans on meeting the requirements of this RFP, including, but not limited to:

- Staffing Considerations
- Equipment Availability
- Licensing and Certifications
- Food and Beverage offerings
- Ideas to Attract and retain customers

- Ideas to sustain and grow the concession

### 3.5 Section 5 – Financial Proposal

Please provide a detailed explanation of the Finances included in your proposal. At a minimum please provide an explanation of the following:

- How will day to day ancillary costs such as trash collection/disposal, utility expenses Be addressed?
- Provide an explanation as to your proposed payment to the City of Sheboygan for the use of the park facilities for each of the initial three years of the contract.
- How will the payments be structured?
- Is there an opportunity for a base payment plus a percentage of sales?
- Provide an explanation of planned Capital Improvements to the site should your concern be awarded the contract.



## Form A: Signature Affidavit

**RFP #: 2076-25 Beer Garden**

*This form must be returned with your response.*

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME OF PERSON SIGNING



## Form B: Receipt of Forms and Submittal Checklist

**RFP #: 2076-25 Beer Garden Concession**

*This form must be returned with your response.*

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: References		
Appendix A: Standard Terms & Conditions		
Addendum #		
Addendum #		

VENDOR NAME

COMPANY NAME



## Form C: Vendor Profile

**RFP #: 2076-25 Beer Garden**

### COMPANY INFORMATION

*This form must be returned with your response.*

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.)		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	CITY	STATE	ZIP

### ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	CITY	STATE	ZIP



## Form D: References

**RFP #: 2076-25 Beer Garden Concession**

*This form must be returned with your response.*

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED		
DESCRIPTION OF THE CONCESSION			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED		
DESCRIPTION OF THE CONCESSION			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED		
DESCRIPTION OF THE CONCESSION			

COMPANY NAME



## APPENDIX A Facilities

Area # 8 of Kiwanis Park is a level, spacious and somewhat under-utilized site featuring many amenities that are felt to be attractive to a concern interested in establishing an outdoor Beer Garden Concession. Sitting just south of the bend of Kiwanis Park Drive, Area 8 is served by wide, paved promenades and considerable frontage along the Sheboygan River. The site is easily accessible for all persons. Kiwanis Park Drive features parking along both sides however there are no “designated” ADA parking spaces. All areas of Area # 8 are considered to be ADA Accessible



View of Area # 8 looking east/southeast from the curb line of Kiwanis Park Drive

### Main Shelter

The Main Shelter is a stone and wood structure that includes men's and ladies bath rooms, a small storage/utility area and a large lighted area under roof with open sides. Additional features include hot and cold running water and electrical power. The main shelter is level with the grade on the north and elevated on the south making it easily accessible while providing an “overlook” to the South. The open area under roof may be attractive to the concessionaire to allow for operations during light rainfall. There is also a large paved patio area on the South end surrounded by steel railings.





View of Main shelter looking Northwest from paved promenade



View of Main shelter looking North/Northeast from paved promenade





View of Main Shelter canopied area looking south/southwest

### Large Graveled Space

Available for use by the Concessionaire is a large shaded/semi shaded graveled between the Main Shelter and the stout wood fence along the banks of the Sheboygan River. This area is thought to be very attractive for use as the main “garden” area of the beer garden concession. The site is flat and drains well and is currently graveled.

The rustic wood fence along the river creates a natural barrier without compromising river views and offers a nice mix of sun and shade during the mid-day hours. (Furnishings shown are not provided by the City)





View of large open greenspace to the East of the Main shelter taken from just south of the concession stand. Much of this area is now set up with well-draining Gravel and a decorative fence (See Below)



Alternate View of green Space from the south looking due north. Main shelter can be seen in upper left.



## CONCESSION STAND

Situated to south of the main shelter and east of the large green space is the concession stand. The stand features several service windows and is thought to be a good fit for the concessionaire for the sale of food as well as beverages. The Previous Concessionaire made several upgrades and improvements to this structure including additional electrical capacity to power a refrigerated trailer. Painting, decorating, upgraded security, service counter upgrades etc,



View of the concession stand from just off the patio. Grills have been removed



View of the concession stand from along the fence bordering the river in the open green space. This area now features a large area with pea gravel and is surrounded by a small decorative fence (see Below)



### Jaycee Pavilion

The large Jaycee Pavilion to the South of the concession stand is also being offered for use by the concessionaire at this time. The pavilion may be incorporated into the concessionaires' initial plans for use or can be used on a more intermittent basis for special events etc. Control over the structure as well as responsibility for its use will be the sole responsibility of the Concessionaire. Furnishings are not provided by City.





: Graveled and Fenced Seating Area immediately east of Concession Stand





Graveled and fenced seating area immediately east of concession stand





821 Broughton Drive Sheboygan, WI 53081  
**MPF COMMITTEE REPORT**

Tuesday May 6th 2025

## Seasonal Slips

### Up to October 15, 2024

Slip Rentals: \$247,043.91  
 Launch Fees: \$38,312.32  
 The Landing: \$2,108  
 Transient Slip Rentals: \$67,955.00  
 Gas Sales: \$112,100.02  
 Diesel Sales: \$61,595.42

### Up to May 1, 2025

Slip Rentals: \$278,527.51  
 Launch Fees: \$6,407.44  
 The Landing: \$14,756  
 Transient Slip Rentals: \$8,998.24  
 Gas Sales: 639.81  
 Diesel Sales: \$0.00

### Occupancy Total Slip Count: 2024

117/230=50%

### Occupancy Lost vs New Tenants 2025

Departed: 13  
 New Tenants: 24  
 Total: 128/230

### Riverfront Revenue 2024

Slip Rentals: 57,629.94

### Riverfront Revenue 2025

Slip Rentals:\$74,680.00

*\*Detailed overview of all sales can be seen on the attached document\**

## Marketing and Sales

As seen above, the marina has welcomed 24 new tenants. Marketing has been steady on the marina website and marina Facebook page. The season has now started so I expect the Facebook page to be more active as the season progresses. Sales for Annual Launch Passes has been positive – the marina is utilizing both online and in person passes, one note on this is all of this information will be tracked, so next year when a returning annual boat launch tenant comes to get their new pass; it is going to be saved in the system already.

## Maintenance and Operations

The marina has hired 3 out of 4 of the same dockhands as last year. Overall feedback on the dockhands from last year was positive and it provides a familiar face to the tenants. The marina has purchased new solar lights for the Riverfront slips; these lights will go in the docks as it is difficult to see at night and early morning – the south side will be complete first. Updated signage mimicking what is already on the North side has also been added to the South side stating a variation of “boaters only beyond this point”.





821 Broughton Drive Sheboygan, WI 53081  
**MPF COMMITTEE REPORT**

Tuesday May 6th 2025

### Amenities

The food trucks will start their visits to the marina in May. The marina has also worked with some local restaurants, hotels, and car rental companies to better serve tenants and transient boaters; providing discounts when booking or visiting these locations. This program is only viable for tenants and transients. To start the season, there will be a boating safety course hosted by the Coast Guard scheduled for early June.

### Customer Feedback

Looking back on the previous year, one of the major complaints of all customers was the availability of food at the marina. This has been addressed through food trucks. Lodging and transportation was also an area of concern, but also one addressed by the marina. Public outrage regarding in-person annual passes has also been addressed with the marina now accepting in-person passes. The new management program has had positive feedback, the availability of paying by check, card, or ACH has made processing easier. Contracts are all sent directly from the Molo program and can be signed with a simple check mark, voiding the need to print the contract fill out all the information the marina already has on file.

### Improvements for the Marina

The marina will operate on a 6AM to 8PM schedule for the upcoming season. The Riverfront will be more closely monitored for transient boaters looking for a free night of dockage. Dockhands will be checking the slips via a "dock walk". Our updated marina management system will alleviate confusion that happened last year with transient dockage. Dockage can be booked online or by calling the marina, a feature not present in the previous program. Updated marina rates for the Marina and Riverfront have also been applied this off-season.

### Safety

A new gate closer has been added to the main gate at the marina, allowing it to automatically close and not remain open if someone forgets to close it manually. The structure of the gate is in the works to be adjusted but took more time than anticipated to get ready. Dock boxes filled with spare boom have been added to F dock and A dock. The closest location for oil spill response was located at the fuel dock previously. Now there are 3 locations in which dockhands or tenants can use the spill kits.



821 Broughton Drive Sheboygan, WI 53081

Tuesday May 6th 2025

**MPF COMMITTEE REPORT****Total Slip Revenue HCM**

<b>Revenue by Item</b>				
<b>1/1/2025 to 5/1/2025</b>				
<b>Created: 05/01/2025 11:06 AM</b>				
<b>Harbor Centre Marina</b>				
<b>Item</b>	<b>Amount</b>	<b>Quantity</b>	<b>Discounts</b>	<b>After Discounts</b>
45 Foot Slip (Full Season)	\$37589.36	10	\$0.00	\$37589.36
40 Foot Slip (Full Season)	\$33635.25	11	\$0.00	\$33635.25
35 Foot (Full Season)	\$103950.00	45	(\$2510)	\$101440.00
Sports Port (Full Season)	\$500.00	1	\$0.00	\$500.00
T-Dock (Full Season)	\$9020.00	2	\$0.00	\$9020.00
30 Foot Slip (Full Season)	\$89884.56	48	\$0.00	\$89884.56
30 Foot Slip (Half Season)	\$936.00	1	\$0.00	\$936.00
AT ADDITIONAL SLIP	\$812.34	2	\$0.00	\$812.34
Discount Slip (Full Season)	\$2200.00	2	\$0.00	\$2200.00
<b>Total</b>	<b>\$278527.51</b>		<b>(\$2510)</b>	<b>\$276017.51</b>

\*credit applied, tenant moved to River

<b>Revenue by Item</b>				
<b>1/1/2025 to 5/1/2025</b>				
<b>Created: 05/01/2025 11:20 AM</b>				
<b>Riverfront Marina</b>				
<b>Item</b>	<b>Amount</b>	<b>Quantity</b>	<b>Discounts</b>	<b>After Discounts</b>
25-29 Foot Slip (Full Season)	\$17900.00	8	\$0.00	\$17900.00
30-34 Foot Slip (Full Season)	\$25800.00	11	\$0.00	\$25800.00
Discount Slip (Full Season)	\$7700.00	7	\$0.00	\$7700.00
35-39 Foot Slip (Full Season)	\$17500.00	7	\$0.00	\$17500.00
Additional Dockage 500	\$3500.00	7	\$0.00	\$3500.00
30-34 Foot Slip (Monthly)	\$2530.00	1	(\$2437.05)	\$92.95
25-29 Foot Slip (Half Season)	\$1000.00	1	\$0.00	\$1000.00
35-39 Foot Slip (Half Season)	-\$1250.00	-1	\$0.00	-\$1250.00
<b>Total</b>	<b>\$74680.00</b>		<b>(\$2437.05)</b>	<b>\$72242.95</b>



MARINA

821 Broughton Drive Sheboygan, WI 53081

Tuesday May 6th 2025

**MPF COMMITTEE REPORT****Total Revenue All Items**

Revenue by Item				
1/1/2025 to 5/1/2025				
Created: 05/01/2025 11:15 AM				
Harbor Centre Marina				
Item	Amount	Quantity	Discounts	After Discounts
45 Foot Slip (Full Season)	\$37589.36	10	\$0.00	\$37589.36
40 Foot Slip (Full Season)	\$33635.25	11	\$0.00	\$33635.25
35 Foot (Full Season)	\$103950.00	45	(\$2510)	\$101440.00
Daily Rental Rate	\$15000.00	25	(\$6000)	\$9000.00
Sports Port (Full Season)	\$500.00	1	\$0.00	\$500.00
T-Dock (Full Season)	\$9020.00	2	\$0.00	\$9020.00
30 Foot Slip (Full Season)	\$89884.56	48	\$0.00	\$89884.56
CC Fee	\$2735.22	171	\$0.00	\$2735.22
Transient 0-79'	\$8481.60	126	\$0.00	\$8481.60
Harbor Centre Navy Sweater	\$120.00	6	\$0.00	\$120.00
Dog Bowl	\$5.00	1	\$0.00	\$5.00
Small Purses	\$10.00	1	\$0.00	\$10.00
Beach Bags	\$1.00	0.1	\$0.00	\$1.00
White Rectangular Picture Fram	\$10.00	1	\$0.00	\$10.00
Coffee "Blue" Mug	\$5.00	1	\$0.00	\$5.00
Summer Waves Cup	\$5.00	1	\$0.00	\$5.00
Lake Michigan Sign	\$20.00	2	\$0.00	\$20.00
Seasonal Rewards (Platinum)	\$1600.00	4	\$0.00	\$1600.00
Navy Sweatshirts	\$20.00	1	\$0.00	\$20.00
Ivory Long Sleeve T	\$60.00	6	\$0.00	\$60.00
Resident Annual Launch Pass	\$2161.06	38	\$0.00	\$2161.06
Non-Resident Annual Launch Pa	\$3582.90	54	\$0.00	\$3582.90
Coffee "The Landing" mug	\$5.00	1	\$0.00	\$5.00
30 Foot Slip (Half Season)	\$936.00	1	\$0.00	\$936.00
Coffee "Tan" Mug	\$5.00	1	\$0.00	\$5.00
Hard Water Spot Remover	\$8.00	1	\$0.00	\$8.00
Pure Wax	\$9.00	1	\$0.00	\$9.00
87 E10 Gas Fuel	\$639.81	131.183	\$0.00	\$639.81
Ice Bag 7 Lb	\$21.00	6	(\$3.5)	\$17.50
fire extinguisher	\$25.00	1	\$0.00	\$25.00
Life Lake Sign	\$10.00	1	\$0.00	\$10.00
The Lake Sheboygan Sign	\$10.00	1	\$0.00	\$10.00
AT ADDITIONAL SLIP	\$812.34	2	\$0.00	\$812.34
HC Sheboygan Navy Sweatshirt	\$200.00	10	\$0.00	\$200.00
HC Off Navy Sweatshirt	\$20.00	1	\$0.00	\$20.00
Water Proofing	\$16.00	1	\$0.00	\$16.00
Light PurpleShortSleeve T	\$10.00	1	\$0.00	\$10.00
Nantucket Red Long Sleeve T	\$10.00	1	\$0.00	\$10.00
Resident Annual Launch Pass	\$966.79	16	\$0.00	\$966.79
Discount Slip (Full Season)	\$2200.00	2	\$0.00	\$2200.00
Daily Launch Pass	\$227.40	30	\$0.00	\$227.40
Non-Electric Transient	\$150.00	5	\$0.00	\$150.00
<b>Total</b>	<b>\$314677.29</b>		<b>(\$8513.5)</b>	<b>\$306163.79</b>

# Maywood Report

Marina, Parks, and Forestry

May 6, 2025

Kendra Kelling – Maywood Director

## Programming & Events

- OWLS programs include: 1/24 Ice Age Trail Hike at LaBudde Creek led by IAT Volunteers, 1/31 Ice Fishing at Sheboygan Marsh led by WDNR Fish Biologists, 2/7 Astronomy at Maywood with presenters from Sheboygan Astronomy Association, 2/14 Mauthe Lake hike led by WDNR Educator, 2/21 Ojibwe Culture, 2/28 Kiss the Ground movie screening, 3/8 Maple Sugaring, 3/21 Purple Martins with guest presenter Les Rhines, Co-President of the Wisconsin Purple Martin Association, and 4/4 Planting for Pollinators with Sheboygan County Conservation Specialist Laura Grunwald-Rentmeester, 4/11 Trail Stability with Better Life Chiropractic, and 4/25 Arbor Day History and Tree Planting.
- Events include: 2/1-Trivia Night, 3/16-Flapjack Day and 4/26-Arbor Day and Earth Day Celebration-Planted 80 trees along the southwest border of the park. 20 trees and 40 shrubs remaining.
- Other programs include: 1/24-Candlelight Hike, 1/25-Maple Syrup Training, 2/22-Snowshoe Hike in partnership with The Summit Health, and Experirents, 3/3-Sheboygan Christian School students Biodiversity and Prairie tour, 3/4-Crane Count Training, 3/6, 3/24, 3/26-Maple Sugar Tours with Warriner students, RSC Empowers participants, 4/12-The Language of Water Workshop with Artist Sarah Rowe in partnership with JMKAC, 4/22-Home Solar Solutions with Arch Solar, and 4/26-Spring Saturday Morning Birding Sessions begin with Ellen leading the walk.

## Land Management

- Monthly Property Stewardship Meetings 1/22, 2/24, 3/17,4/21.
- City/Maywood meeting with Joe Kerlin 1/22, 2/24, 3/17,4/22.
- Green Infrastructure Project meetings with City, Lakeshore Natural Resource Partnership and Stantec 1/22, 1/30, 3/20.
- Other project planning meetings include: 2/25-Hummingbird Garden plant order meeting, 2/26-Grant Planning meeting with LNRP and 4/17-Lake Michigan Bird Observatory project planning meeting.

## Building & Grounds

- Meetings Include: 2/4-Marina, Parks, Forestry Meeting; 2/6-City of Sheboygan Sign Shop Tour with Signage Committee; City of Sheboygan Public Works Meetings on 2/11, 2/25, 3/11; 2/24-Maple Sugar House Committee Meeting.
- 2/26-Tapped Maple Forest, first collection on 3/4-3/29 for a total of 720 gallons of sap (34 from Maywood and 186 from Rocky Knoll) processed into 18 gallons of syrup.
- 3/7-MOTUS data collection.

- 3/18-Schliecher Excavating completed the Subsurface Drainage Project. Additional drainage was installed to tie into the existing system that drains into the spring-fed ponds. What we thought was a "spring" was actually an old clay field tile. Once they hooked that up the water running into the play area and onto the trail stopped so that issue has been resolved. Another drain will be installed at the top of the hill where the drive ends, just above the highly eroded area next to the steps. This portion will be completed when the ground dries up a bit more and will include filling and grading the eroded section.
- Volunteer Group efforts include: 4/9-Millipore Sigma sent nine volunteers. Half of the group cleaned chairs in the pavilion and the other half cleaned the 3 car garage and then repaired and took inventory of tree fencing. 4/11-Lutheran High students cleaned up maple sugaring supplies. 4/12-MUTH volunteers picked up trash and cut and treated grapevine. 4/21-SCHHS Youth Justice volunteers picked up litter in the park.
- Annual Inspections Include: 4/16-Fire Inspection, emergency lighting needs repair; 4/22-Otis Elevator Inspection, emergency phones not connected.

#### **Administration**

- 1/31-Filed Annual Report for U.S. Fish and Wildlife Service Migratory Bird Permit/Salvage Permit.
- Internal meetings with Nominating, Finance, Executive, EcoEdges, Signage Committees.
- 4/23-Maywood Association Annual Meeting.
- 4/25-Interviews for Summer Interns begin.

#### **Fundraising**

- 1/30-Awarded \$1,700 from Sheboygan Service Club for Ecology Center Kid's Activity Cart.
- 3/10-Awarded a \$5,000 WNDR Surface Water Grant to support water quality education and engagement and help build organizational capacity.
- 3/20-Awarded \$2,000 in grant funding from SEWISC to support invasive phragmites treatment.

#### **Partnerships & Networking**

- 2/10-Lake Michigan Bird Observatory awarded an Alliant Energy Community Tree Planting Grant that will support tree planting efforts at Maywood.
- 2/27-Meeting with Becky from Master Naturalists to build volunteer engagement.
- 2/28-Attended NEWNA meeting at the NEW Zoo in Green Bay. Maywood is hosting the next meeting in August.
- 3/19-Attended Professional Women's Connection Presentation on Leading Small Groups.
- 3/21-Attended a meeting with the Association of Fundraising Professionals to discuss serving on the National Philanthropy Day Planning Committee.
- 4/14-Meeting with Scouts to discuss hosting Scout Camporee at Maywood.
- 4/18-Meeting with UW Green Bay about the Community Impact volunteer program.

## Marina, Parks and Forestry Quarterly meeting 5-6-2025

## Forestry Report:

	2022 1st Quarter	2023 1st Quarter	2024 1st Quarter	2025 1st Quarter
<b>City Forestry</b>				
Trees Planted (Street)	0	0	0	0
Trees Planted (Parks)	0	0	0	0
Trees Pruned	795	577	1,176	516
Trees Removed	190	117	20	110
Stump Removals	9	1	3	23
Treated Ash Trees	0	0	0	0
Citizen Tree Concerns	86	131	181	112
Branch Down Work Order		155	59	58

- Caught up on street tree removals in early April (first time in several years)
- Large backlog of ash that need pruning (170 - best when leaves are on)
- Planted about 350 trees this Spring – will plant about 350 more this Fall
- Currently have an open arborist position
- Will be treating about 800 ash trees this summer (increased from 600 due to IRA grant)
- 120 stumps hired out to be done within a month (IRA grant)
  - 180 others to be done this summer
- 2 forestry seasonal staff start around the beginning of June
- Will be completing a street tree planting site inventory for most of the southern half of the City this summer (IRA grant item)

Board of Marina, Parks, and Forestry  
Parks Report  
05/06/2025

Park Openings for the Season

- Tennis and pickleball nets were in place by April 1st
- Evergreen Park opened to vehicles May 1<sup>st</sup>
- Fish cleaning stations and restrooms opened May 1<sup>st</sup>
- South Pier turn-around restroom opened May 1<sup>st</sup>
- Portable restrooms set out for the season were placed by May 5<sup>th</sup>
- All park restrooms open May 15<sup>th</sup>
- Parklet on St. Clair Ave is set to open May 15 – new design and new equipment will be on site

2025 Projects

- Installation of fencing for two small dog parks in Kiwanis Park and Moose Park
- Additional Playground in Optimist Park supported by the Optimist Club of Sheboygan
- Additional Playground in Area 1 of Evergreen Park
- New metal 20' x 24' rentable shelter in Area 3 of Evergreen Park
- Updates to Indian Mound Park

Park Agreements

- Five-year agreement with Fox Valley Athletics for operation of the Wildwood Athletic Complex is complete
- Vollrath Park Disc Golf Concession Agreement – Working on agreement
- Kiwanis Beer Garden RFP are due by May 15
- Quarry Beach Management Service – Going to Council soon
- Use of Deland Beach House for Kayaks and SUB rentals – Going to Council soon

Other Items

- 15 seasonal workers hired for Parks and Cemetery Division
- Sheboygan County Cycling informational meetings