



## **AGENDA FOR PARKS AND RECREATION COMMISSION**

A Parks and Recreation Commission meeting will be held on  
**Monday, January 27, 2025 at 5:45 PM**  
in the **Council Chambers at City Hall 819 Superior Ave, Tomah WI 54660.**

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### **Call to Order - Roll Call**

### **Approval of the Minutes**

1. Minutes October 2024

### **Agenda Items**

1. Request from Tomah Youth Baseball Club Inc. to fundraise for building to be placed at City of Tomah Athletic Complex for use of K-12 Baseball players.
2. Review Self Service Kayak Concessions Agreement
3. Program Report

### **Adjourn**

**NOTICE:** It is possible that a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Becki Weyer, City Clerk, at 819 Superior Avenue, Tomah, WI 54660.

**MEETING MINUTES - CITY OF TOMAH**

The City of Tomah **Parks & Recreation Commission (PRC)** met on Monday Oct 28, 2024 at 5:45p.m. in City Council Chambers. The meeting notice was posted at City Hall in compliance with the provisions of Section 19.84 Wisconsin Statutes.

Call to order and roll call; present: Dir. Joe Protz, Oak Moser, DeDe Nelson, Josephine Piper, Dean Peterson, Travis Scholze, Dustin Powell,

The following members were absent: Donna Evans, Shirley Galstad-Roh

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Others in attendance:

1. Act on Minutes of Aug 5, 2024, regular meeting. Motion by Scholze second by Peterson, to accept the minutes of the Aug 5, 2024, regular meeting. Motion approved.
2. Smoking in City Parks near playgrounds and play fields: Dir Protz reviewed recent citizen concerns on this issue, as well as samples of other communities attempts to address smoking in and around parks and playgrounds. Motion by Scholze, second by Peterson, for Dir Protz to bring a draft proposal on smoking guidelines/regulations to the PRC for consideration. Motion carried.
3. Winnebago Park Self Service Kayak Rental Program: Dir Protz reported that the Lak Committee is in favor of a kayak rental program but not in a position to tackle the project financially or able to oversee it. A more affordable program (Surf Shack LLC, \$4800 initial investment required with revenue sharing of 10%) was reviewed (as compared to the program originally proposed with initial investment of \$20,000 with 50% revenue sharing). All hands-off operation. Motion by Scholze, second by Peterson, to move forward with the self-serve kayak rental unit from Surf Shack. Motion carried.
4. Refund Policy for Programs and Shelters: Dir Protz reviewed a draft policy. Motion by Moser, second by Peterson, to approve refund policy presented by Dir Protz with the removal of the third bullet point under "Programs, Classes, and Lessons" as it does relate to refund situations. Motion carried.
5. Tomah Parks and Recreation Program Report: Dir Protz reviewed the monthly Program report.
6. Discussed any affairs and business of the Tomah Parks and Recreation Department.

The Meeting was adjourned at 6:30 PM. Next regular meeting to be held Monday, Dec 2, 2024, @ 5:45PM, at City Council Chambers.

Respectfully Submitted: Oak Moser, Oct 29, 2024.

**COMMISSION MEETING REPORT**

**Agenda Item:** Request from Tomah Youth Baseball Club Inc. to fundraise for a building to be placed at City of Tomah Athletic Complex for us of K-12 Baseball players.

**Summary and Background Information:**  
(appropriate documentation attached) -

Director Protz has been approached by members of the Tomah Baseball Club Inc. for permission to fundraise for a permanent structure at the City of Tomah Athletic Complex on Flare Ave. (see attached site plan). If funds are raised the City of Tomah will work with the Tomah Baseball Club Inc. for a usage and/or lease agreement.

**Recommendation:**  
Discuss and/or act on request from Tomah Youth Baseball Club Inc.

Joe Protz  
Joe Protz, Director

1-22-2026  
Date

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**Re: Fundraising request**

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**From** Joe Protz <jprotz@TOMAHWI.GOV>  
**Date** Wed 1/22/2025 10:42 AM  
**To** jason stephenson <stephenson13@hotmail.com>

Received.  
Thank you.

Joe Protz A.F.O.  
Director  
Tomah Parks and Recreation  
[jprotz@tomahonline.com](mailto:jprotz@tomahonline.com)  
608-374-7445

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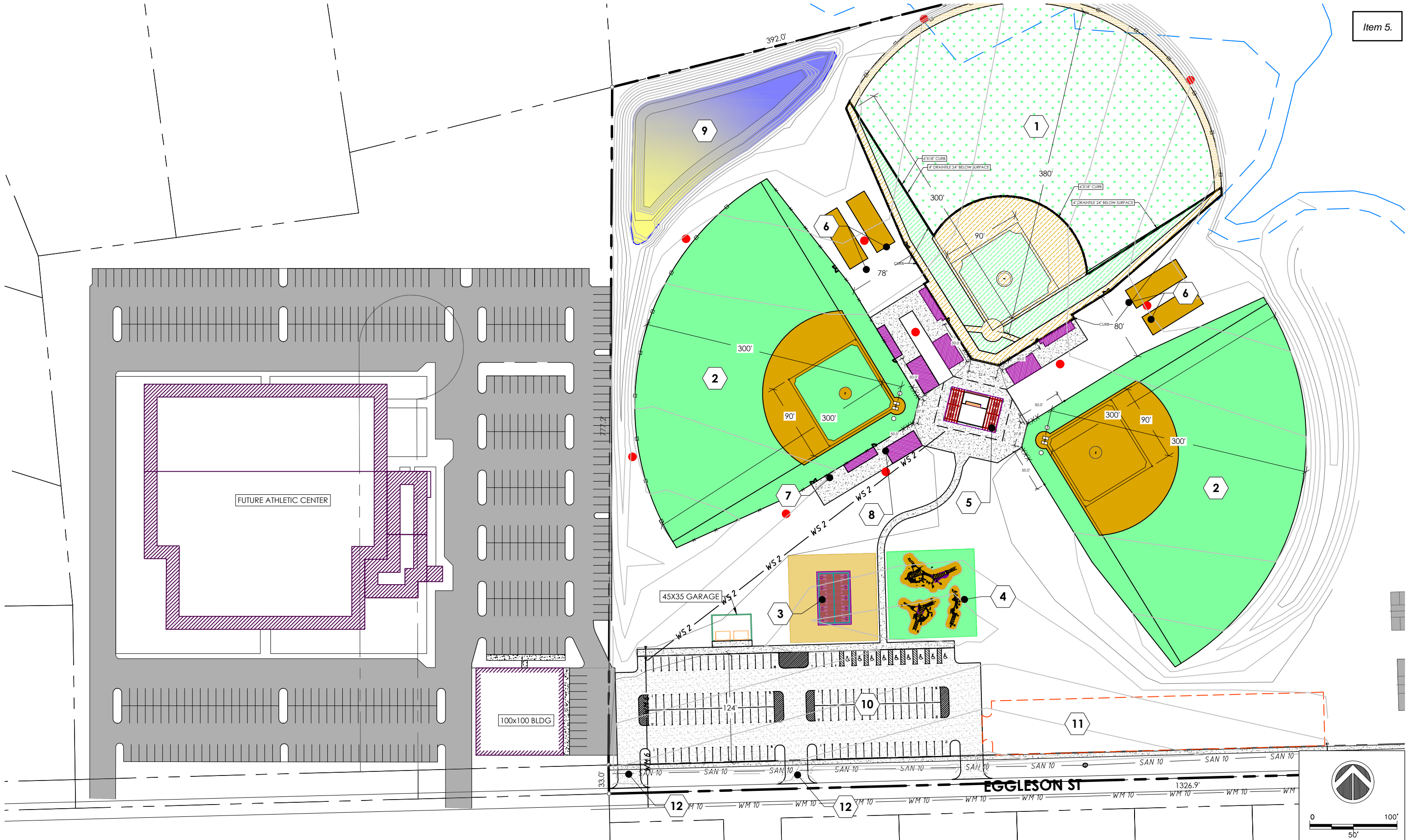
**From:** jason stephenson <stephenson13@hotmail.com>  
**Sent:** Wednesday, January 22, 2025 10:42 AM  
**To:** Joe Protz <jprotz@TOMAHWI.GOV>  
**Subject:** Fundraising request

Hello,  
My name is Jason Stephenson and I'm the president of the Tomah Baseball Club Inc. We are requesting the permission to begin fundraising for a building to be constructed by our organization at the City of Tomah Athletic Complex for the use of K-12 baseball players.

Thank you  
Jason Stephenson

Get [Outlook for iOS](#)

Item 5.



FILE NAME: F:\Q2\2022\21246 Tomah Sport Facility\Plans\12-2022\C2.0A.dwg


PROJECT:  
**NEW ATHLETIC FIELD COMPLEX**  
 CITY OF TOMAH

ADDRESS:  
 FLARE AVE, TOMAH

SHEET NAME:  
 SPORT FACILITY LAYOUT

REVISION:  
 REVISIONS NO. BY DATE

PROJECT NO:  
 21246



CENTRAL STATE  
 CONSTRUCTION, LLC

15341 STATE HWY 131 - Tomah, WI 54660  
 608-372-4203 (Office) - www.centralstateconstructionllc.com

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SHEET  
**C2** 6

PLOT DATE: 12/5/24  
 PLOT BY: SSR

**SITE DEVELOPMENT DATA:**

SITE ADDRESS: EGGLESON ST, TOMAH, WI  
 PARCEL ID: 286-02759-0000  
 DEVELOPMENT AREA: 37.25 AC±

**PROPOSED LAYOUT: OPTION A**  
 TOMAH SPORT FIELDS

- (2) 60/90 SOFTBALL FIELD
- (1) 60/90 BASEBALL FIELD
- (4) 44'X20' PICKLEBALL COURT
- (3) 29'X59' SAND VOLLEYBALL COURT
- (3) 85'X45' BASKETBALL COURT
- (2) 100'X100' PLAYGROUND
- (1) PARK PAVILION OR SHADE STRUCTURE
- (1) 60'X35' CONCESSIONS & PUBLIC BATHROOMS
- (1) SOCCER FIELD

PROVIDED PARKING STALLS: = 200 STALLS  
 INCLUDING 9 ADA

**NOTES:**

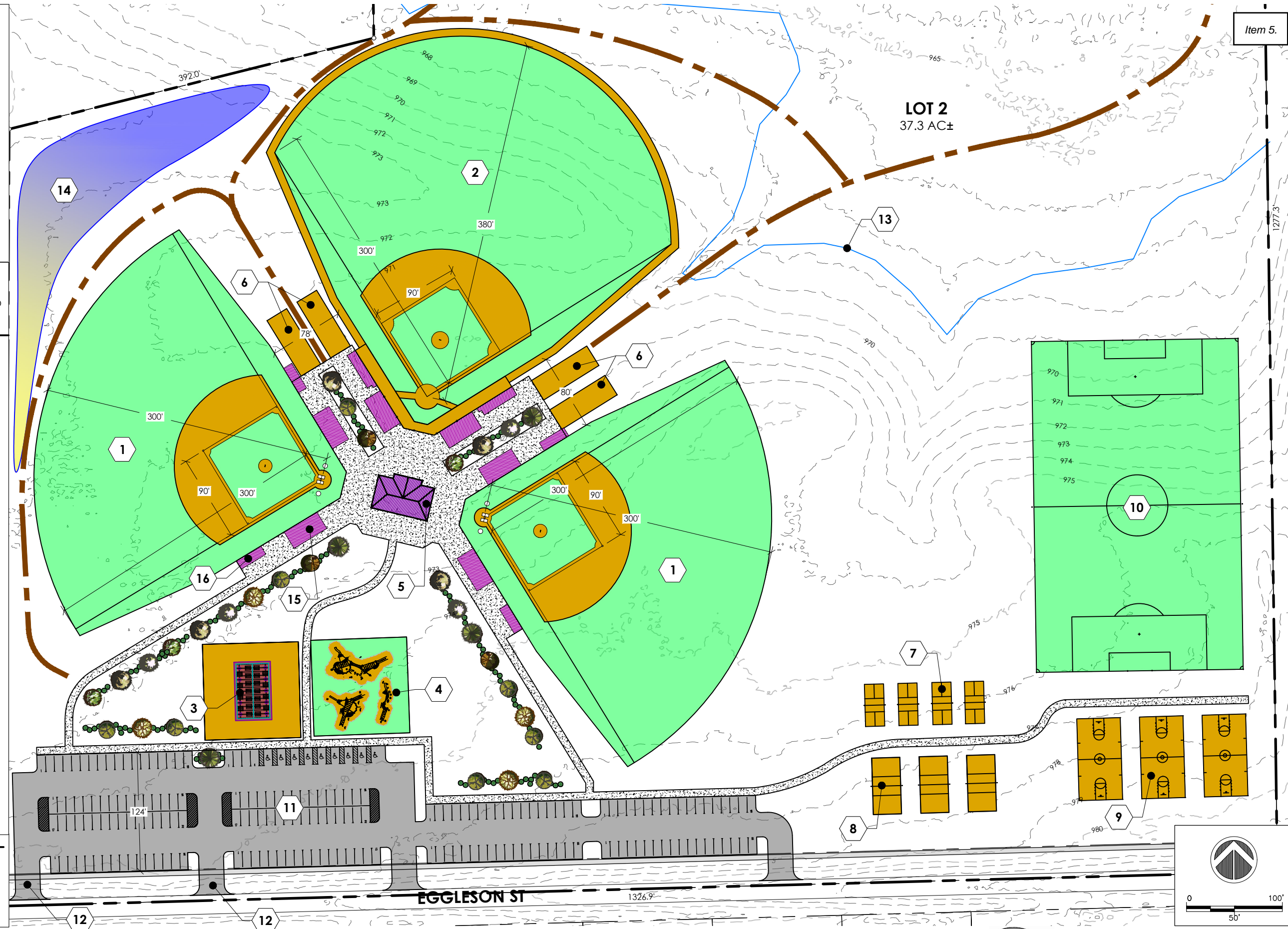
1. ALL EXISTING UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

**PLAN KEY**

- 1 60/90 BASEBALL FIELD
- 2 60/90 SOFTBALL FIELD
- 3 PARK PAVILION OR SHADE STRUCTURE
- 4 PLAYGROUND AREA
- 5 CONCESSIONS & PUBLIC BATHROOMS BLDG
- 6 BASEBALL BATTING CAGES
- 7 PICKLEBALL COURTS
- 8 SAND VOLLEYBALL COURT
- 9 BASKETBALL COURT
- 10 SOCCER FIELD 115 YD X 74 YD
- 11 SPORT FIELDS PARKING
- 12 PARKING ACCESS
- 13 FIELD DELINEATED WETLANDS
- 14 STORM WATER POND
- 15 BLEACHERS 8-ROWS (40'X20')
- 16 BASEBALL & SOFTBALL DUGOUTS

**PAVEMENT KEY**

- ASPHALT PAVEMENT
- CONCRETE PAVEMENT



Item 5.

FILE NAME: \\ssr2\genrel\02\2022\1246 Tomah Sport Fields\CAD\Sheets\Plan\C2\_1 Option F.dwg

**COMMISSION MEETING REPORT**

**Agenda Item:** Review Self Service Kayak Concessions Agreement

**Summary and Background Information:**  
(appropriate documentation attached)-

At the previous Park Board meeting the board approved to move forward with having a Self-Service Rental program at Winnebago Park for recreational use on Lake Tomah. At the time a summary proposal was reviewed. Director Protz was tasked to move forward and to receive a draft of the agreement. Attached is a concessions agreement for the program

**Recommendation:**  
Review agreement and make a recommendation to S.E.T. and the City Attorney for review and final approval.

Joe Protz  
Joe Protz, Director

1-23-2025  
Date



## CONCESSION AGREEMENT

This Concession Agreement (hereinafter referred to as the "Agreement") is made and entered into as of this th day of , 2025 by and between the **City – Parks and Rec Department** (hereinafter referred to as the "Department") and **The Surf Shack LLC** (hereinafter referred to as the "Concessionaire"). (Person) shall be the primary representative of the Department in the management of this agreement. The primary representative of the Concessionaire is Nathan Olson (Owner).

### RECITALS

**WHEREAS**, the Department owns and operates multiple parks, including the Park, located (Address) , hereinafter referred to as the Park; and

**WHEREAS**, Concessionaire desires to provide and operate a self-serve concession stand at the Park for the purpose of renting kayaks to the Park patrons; and

**WHEREAS**, the department is willing to permit the Concessionaire to provide and operate a concession stand at the Park in accordance with and subject to the limitations set forth in this Agreement.

**NOW, THEREFORE**, in consideration of their mutual promises, the parties agree as follows:

1. **Term:** The term of this agreement shall be from the date of execution of this agreement to December 31st, 20XX. During this term the Department grants to the Concessionaire the right to operate the concession at the Park in exchange for the concession payment provided herein. Except as provided herein, the Agreement shall terminate on the date above and the Concessionaire shall relinquish all claims and rights regarding the concession at the Park at that time. The terms of this Agreement may be renegotiated at any time by mutual consent of both parties
2. **Location:** The concession will be located on those portions of the Park described in Exhibit "A" (hereinafter identified collectively as the "premises") which is attached and made a part of this Agreement. Exact location to be determined by the Department.
3. **Concessionaire Service:** Concessionaire shall offer for rent the use of kayaks. Concessionaire to provide all operation services required including customer service phone line and maintenance.
4. **Hours of Operation:** The concession shall be in operation on a daily basis from at least Memorial Day weekend through Labor Day weekend each year. Concessionaire will, to the best of their ability, extend season operation outside these dates as weather permits. Hours of operation will be no earlier than sunrise to no later than sunset each day.
5. **Non-Competitive:** The Concessionaire agrees that the Department has the right to license, or issue permits for external concessions. Except as provided above, the Department agrees that it shall not knowingly permit any new concessions, either for-profit or non-profit, to directly compete with the Concessionaire within the Park.

6. **Signage/Advertising:** The Department must authorize in writing any use of signs or advertising or display materials relating to the concession and displayed on the Premises (aside from posted instructions). All signs or advertising issued or used by the Concessionaire shall be paid for by the Concessionaire, and shall clearly identify the Park as the property of "City."
7. **Compliance:** Concessionaire agrees to conduct its business and to operate the same in compliance with all health codes, safety standards and other applicable laws, ordinances and regulations, and to obtain all necessary City, State, and Federal Licenses, permits and tax numbers, as required to conduct such operations. Concessionaire further agrees to pay any and all income taxes, sales taxes and other taxes which may be due or become due in connection with Concessionaire's business. Concessionaire shall train and closely supervise all concession employees, vendors and salespersons so they are aware of and adhere to all terms and conditions of this Agreement and all applicable laws, rules and regulations of the State of Wisconsin, City, and county.
8. **Premises Upkeep:** The Concessionaire will maintain and keep up all structures and all surrounding ground areas of the Premises, and in particular in the rental areas, in good repair, and in a clean, neat and sanitary condition during weekly maintenance visits. The high standards of maintenance and upkeep of the Premises for a clean, neat and sanitary condition shall include but not limited to: weed trimming around rental station; removal of trash and obstructions; and repair of equipment.
9. **Temporary Closure:** If the Department determines that an emergency exists, the Department may order the concession to be temporarily closed. Closures for severe emergencies such as flooding or storm damage may require that the Department close the concession for an extended period. Any closure of the concession by the Department for a period of 15 days or longer for emergency purposes during a period between Memorial Day and Labor Day shall permit the Concessionaire to request re-negotiations with the Department on the percentage fee to be paid to the Department for that calendar year. The department shall agree to negotiate in good faith in such circumstances.
10. **Concession Payments:** The Concessionaire agrees to pay a percentage of the gross annual revenues collected from this concession to the Department. These payments shall be made on or before April 1<sup>st</sup> of the following year. For the purposes of the Agreement "gross annual revenues" are all revenues collected by the Concessionaire for sales of goods and services, rental of equipment, and booking of activities at the Park, excluding sales taxes collected and credit card transaction fees. The Department acknowledges that the Concessionaire may have operations at other locations other than the Park detailed in this Agreement and the Department is not entitled to any portion of revenues collected from those operations. During the term of this Agreement the percentage of the gross annual revenues paid to the Department by check as follows:
- Term: 10%
11. **Independent Contractors:** Concessionaire is an independent contractor and shall not be considered an employee, officer or agent of the Department. Concessionaire shall hire and employ such persons as Concessionaire deems necessary to provide adequate concession services and shall retain the right to exercise full control and supervision of all such persons

assisting Concessionaire in the performance of services hereunder. Concessionaire shall be solely responsible for all matters relating to payment of its employees including workers compensation, social security and income withholding, and all other regulations governing such matters.

12. **Assignment:** Concessionaire shall not sub-contract or otherwise assign, delegate or transfer the rights, duties and services to be performed under this Agreement, or any part hereof, without the prior written consent of the Department.
13. **Seller's Permit:** The Concessionaire shall obtain and hold a seller's permit if necessary and comply with all sales tax requirements under current Wisconsin law.
14. **Termination** Either party shall have the right to terminate this Agreement upon 30 days prior written notice provided to the other party. Upon termination of this Agreement for any reason, the Concessionaire shall promptly remove all of Concessionaire's personal property and leave the premises in a clean and orderly condition. Any property or improvements remaining at the end of the 30 day termination period shall be considered abandoned property and shall be disposed of by the Department as it sees fit. Upon termination, Concessionaire shall be required to pay any and all amounts then due and owing to the Department under the terms of this Agreement. Any initial startup fee (see proposal) paid by the Department shall be partially reimbursed by the concessionaire in an amount proportional to the full years left in the agreement divided by the full term of the agreement.

Reimbursement Amount = Startup Fee \* (Full years remaining in agreement/Agreement term)

15. **Insurance:** Concessionaire agrees to obtain and maintain, at Concessionaire's sole cost and expense, comprehensive general liability insurance coverage to insure against all claims which arise from the operation or performance of Concessionaire's activities pursuant to this Agreement with single limit coverage applying to bodily and personal injury liability and property damage of not less than \$1,000,000 per occurrence. This policy shall contain an endorsement listing the Department, its officers, employees, agents and representatives as additional insured, shall be submitted to the Department upon execution of this Agreement. Concessionaire shall also obtain worker's compensation insurance, or a waiver of such insurance, in accordance with Wisconsin law. Concessionaire shall maintain any casualty or other insurance deemed desirable by Concessionaire to protect Concessionaire's personnel, property and equipment placed or utilized at the Park.
16. **Indemnity:** Concessionaire agrees to indemnify, hold harmless and defend the Department, its officers, agents, and employees from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorney's fees, however caused, arising out of or resulting from the operations, acts or omissions of the Concessionaire, its employees, officers and agents, in performance of Concessionaire's services and obligations under this Agreement. The Department agrees to indemnify, hold harmless and defend the Concessionaire, its officers, agents, and employees from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorney's fees, however caused, arising out of or resulting from the operations, acts or omissions of the Department, its employees, officers and agents, in performance of Department's services and obligations under this Agreement.

17. **Included in this Agreement:** In this Agreement, the Concessionaire includes respective employees, officers, members, directors, agents, servants, contractors, representatives, partners, assignees and successors. If the Concessionaire ceases to exist in fact or by law, the Department may immediately terminate this Agreement and, without waiving any remedy available to it, perform the duties under this Agreement.

18. **Additional Contract Documents:** In accordance with the terms outlined herein, both parties hereby agree to incorporate the proposal titled "(Proposal Title)" and dated (date) (hereinafter referred to as "the Proposal") into this contract as an integral component thereof. The Proposal shall remain binding and enforceable to the extent that its terms are consistent with this contract. Any conflicts or inconsistencies between the terms of this contract and those of the Proposal, the terms of this contract shall supersede and govern, to the extent necessary to resolve such conflicts or inconsistencies. This incorporation of the Proposal shall serve to further clarify the rights, obligations, and responsibilities of each party under this agreement.

19. **Other Agreements Superseded:** This Agreement shall constitute the entire Agreement and previous Agreement communications or Agreements pertaining to this Agreement are hereby superseded. Any contractual revisions including cost adjustments and time extensions must be made by an amendment to this Agreement or other written documentation, signed by both parties at least 30 days prior to the ending date of this Agreement. The Concessionaire shall notify its insurance company and its surety, if any, of any amendment.

**IN WITNESS WHEREOF**, the parties hereby cause this Agreement to be executed as of the day and year first above written.

**Department – City – Parks and Recreation Department**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Concessionaire – The Surf Shack LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Exhibit A

(Image)

Image 1: Map showing location.

## Proposal Summary

### Self-Serve Kayak Rentals at Winnebago Park – Tomah, WI

Submitted by: The Surf Shack LLC/Instapaddle.com

Prepared by: Nathan Olson (owner)

Date: 8/5/2024

#### **Overview**

The Surf Shack LLC has proposed the addition of our self-serve kayak rental station at Winnebago Park in Tomah, WI. Everything is owned and operated by The Surf Shack. A startup fee of \$4,800 will be required from the city for the five-year operation agreement. The Surf Shack also provides insurance, maintenance, and 10% of sales paid back to the City.

#### **Cost**

- Startup fee of \$4,800 for set up and operation of 6-kayak rental station during a five-year operation agreement. This payment helps alleviate the initial financial burden and allows us to focus on operation needs of the rentals.

#### **Revenue Sharing**

- 10% of sales paid to City of Tomah at the end of each season. If the rental station is successful, then the city can share in that success!

#### **The Rental Station**

- Self-serve model. Accessed via smartphone. Instructions are posted at the rental station that direct customers to **Instapaddle.com**. From there, customers are able to sign a waiver, select the equipment, and pay online. Once payment is accepted, they are granted access via unique pin codes that are displayed on their account. These pin codes allow the user to unlock the equipment.
- Rental station consists of a kayak rack and an equipment locker.



- Accessible – design allows for all around access to kayaks making retrieving and returning equipment easy.
- Adaptable – Rack can allow for longer tandem kayaks, canoes, and even stand up paddle boards.
- Affordable – Economical design provides a budget friendly option.
- Open every day from at least Memorial Day to Labor Day weekend from sunrise to sunset.
- Removed seasonally.
- All electronics and hardware are self-contained so there are no power or other utilities needed.
- Kayaks are durable and high-quality Old Town brands. Initial proposal includes 6 kayaks (2 tandem, 4 singles) with room to expand and include stand up paddle boards as well.
- Life Jackets and paddles are provided in the equipment locker. Life jackets are offered in multiple sizes to accommodate all users.

### Operations

- All management and operation of the rental station provided by The Surf Shack LLC.
- Weekly maintenance and inspection. (Weed trimming around station included)
- 24/7 customer service line.
- Set up in early spring and removal in the fall. (Exact timeline approved by City).

### Site

- Proposed location is near kayak launch at Winnebago Park.
- No power or utilities needed.
- City may elect to install woodchips at site if desired (though not required). (Weed trimming is part of weekly maintenance).
- Approximate footprint of one rental station is 8' x 14'.



### Insurance

- General Liability Insurance of \$1,000,000
- The City and staff covered as additional insured under our policy.

**Requirements from City/Parks**

- Startup fee described above.
- Concession Agreement allowing The Surf Shack to operate on the premises.
- Location near water with easy access. No pavement or gravel between rental station and launch area is preferred.

**Conclusion**

Our self-serve kayak rental stations add value to parks by providing a convenient and accessible way for everyone to enjoy the water. By providing all the management, maintenance, and an affordable rental station, we hope to make it an easy decision to proceed with our self-serve kayak rentals!



**Other Parks**

- Maintenance on equipment and buildings
- Enclosed Shelters at Winnebago and Fireman's Park continued to be rented on weekends.
- Snow Removal on city owned sidewalks and recreational trail
- Making Ice at Outdoor Rink at Recreation Park open until 10pm nightly
- Park Shelters rental went live online on January 6<sup>th</sup> for the 2025 season.

**RECREATION PROGRAMS**

- Recreation Station Pre-School Open gym continues
- Open Gym opportunities for Morning Walk, Pickleball, Disc Golf and basketball. Visit Tomah Parks and Recreation Facebook page for up-to-date information.
- Special Events at Recreation Station
- 1-4<sup>th</sup> grade youth basketball began on January 4<sup>th</sup> with 110 participants
- Adult Basketball began on January 8<sup>th</sup> with 13 teams
- Indoor Women's Volleyball began on January 12<sup>th</sup> with 7 teams.
- Working on Spring and Summer Programming
- Freeze Fest will be January 27<sup>th</sup> - February 2<sup>nd</sup>.

**AQUATIC CENTER**

- Fall Maintenance and Winterization

**RECREATION PARK**

- December 1 Special Rec Holiday Party, Dec 14 LARP,
- Jan 1-4 Glen Miller Auction, Jan 10-12 Tavern League Pool Tournament, January 24-26 Gun Show.
- February Events-February 6-8 Glen Miller Auction, Feb.15<sup>th</sup> Sleep in Heavenly peace bed building, Feb. 21-22 Dungeon Days, March 1 Tomah Baseball Cub Fundraiser,
- General upkeep and maintenance on buildings
- Tomah High School Gymnastics in Exhibit Building.
- Tomah Youth Hockey and Woodsmen Hockey continues with activities at the Ice Center

*Joe Protz*

**Joe Protz**  
**Director Tomah Parks and Recreation**