



CITY OF MANITOWOC

WISCONSIN, USA

www.manitowoc.org



July 11, 2019

Thrivent Financial
Kay Van Sluytman
1632 N. 18th St., Ste. 3
Manitowoc, WI 54220

RE: Stake Permit – Thrivent Member Summer Picnic
July 18, 2019, Silver Creek Park

Dear Ms. Van Sluytman:

On July 10, 2019, the Special Events Committee approved your Stake Permit for a bounce house at your event on July 18, 2019.

Please note that event organizers are responsible for contacting Diggers Hotline at least 3 business days prior to placing stakes or fence posts in the ground.

Very truly yours,

Deborah Neuser
City Clerk

DN:mrk

Enclosure

cc: Chief of Police Nick Reimer
Fire Chief Todd Blaser
Chad Scheinoha, Operations Division Mgr.
Billy Hutterer, Streets Team Leader
Karen Dorow, Business Manager

Deborah Neuser, CMC, City Clerk
CITY HALL · 900 Quay Street · Manitowoc, WI 54220-4543
Phone (920) 686-6950 · Fax (920) 686-6959 · dneuser@manitowoc.org

SPECIAL EVENT COMMITTEE APPROVAL FORM

MEETING DATE: 7/10/2019

EVENT NAME: STAKE PERMIT - Thrivent Member Summer Picnic

ORGANIZER: Thrivent Financial - Kay Van Sluytman

EVENT DATE: 7/18/2019

NEW OR RECURRING: Recurring

LOCATION/DESCRIPTION: Stake permit for bounce house at Silver Creek Park for member summer picnic

ESTIMATED CITY COSTS:

POLICE	
FIRE	
PARKS	
RECREATION	
STREETS	
TOTAL DEPT. COSTS	0

ESTIMATED EVENT HOLDER CHARGES:

LATE APPL. FEE (<60 days)	
DELIVERY CHARGES <small>(if delivery requested)</small>	
WAIVED - ROOM TAX	0
NON-WAIV. STAKE PERMIT	

COMMITTEE CONCERNS:

COMMITTEE DECISION:

APPROVE

DENY

[Handwritten signatures]

COUNCIL ACTION REQUIRED:

ITEMS TO INCLUDE IN LETTER:

Organizer is responsible for contacting Diggers Hotline a minimum of 3 business days in advance of event.

City of Manitowoc
Stake Permit

There is a \$50.00 NON-WAIVABLE stake permit fee per event, if any items will be staked more than 3" into the ground on City property or right-of-way. Stakes may only be placed in approved areas. The City reserves the right to require additional insurance.

Event name/description: Thrivent Member Summer Picnic

Location (park name or property address): Silver Creek Park Fieldhouse

Date(s) of event: 7/18/19 Time: 4 pm

What items will be erected or placed on City property or right-of-way?

Bounce house Yes, size 15 X 20 No

If electric, where will item be plugged in? Fieldhouse

Tent or canopy Yes, size _____ No

Fence Yes, size _____ No

Sign Yes, size _____ No

Other (describe) _____ Size _____

If electric, where will item be plugged in? _____

Permit holder MUST provide a diagram of where item(s) will be placed.

Name and address of event organizer:

Thrivent Financial

West Shore Team

11632 N. 18th St. Suite 3

Manitowoc, WI 54220

Phone #: 920-684-3225



Return form to: City of Manitowoc – Parks Division

900 Quay St.

Manitowoc, WI 54220

Phone: 920-686-3580 • Fax: 920-686-6525

E-mail: parksadmin@manitowoc.org



Office use only:

Approved by: _____ Date: _____

Rental Contract Contract

City of Manitowoc - Public Works / Parks
 900 Quay St.
 Manitowoc, WI 54220
 Phone: (920) 686-3580
 FAX: (920) 686-6525
 Email: activenetinfo@manitowoc.org

Rental Contract #4633, Approved

May 21, 2019 2:11 PM

Company: Thrivent Financial
 1632 N 18th St.
 Manitowoc, WI 54220

Agent: Kay Van Sluytman
 Email: kay.vansluytman@thrivent.com

Customer Type: Customer
 Prepared By: Sandra Ronski



Work: (920) 684-3225

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
\$275.00	\$13.75	\$0	\$288.75	\$150.00	\$0	(\$438.75)	\$0	\$0

RESERVATIONS

Event	Resource	Center	Notes
Member picnic Type: Park and Rec Facility Rental Attend/Qty: 150	SC Fieldhouse	Silver Creek Park 3001 S 10th St Manitowoc, WI 54220 (920) 686-3580	--
Days Requested	Event Begins	Duration	Event Ends
Day Date			Date Time
Thursday Jul 18, 2019	9:00 AM	15 hours	Jul 19, 2019 12:00 AM
Summary			Notes
Total Number of Dates: 1			--
Total Time: 15 hours			

CHARGES

Description	Event / Resource	Unit Fee	Units	Tax	Charge
PARK Fieldhouse - Res	Member picnic #4633 SC Fieldhouse	\$275.00	1.00	WI State Tax: \$13.75	\$288.75

DEPOSITS

Deposit Charge	Event / Resource	Charge	Tax	Amount paid	Refunds	Balance
PARK Indoor Facility Security Deposit	Member picnic #4633 SC Fieldhouse	\$150.00	\$0	\$150.00	\$0	\$0

Payments and Refunds

Receipt #	Date	Charge Description	Resource Event	Payment
1001932.007	May 21, 2019	PARK Indoor Facility Security Deposit	SC Fieldhouse Member picnic #4633	\$150.00
1001932.007	May 21, 2019	PARK Fieldhouse - Res	SC Fieldhouse Member picnic #4633	\$288.75

DISCLAIMERS

This includes the reserved facility only unless otherwise specified. It does not include any adjacent facilities such as but not limited to ball diamonds, tennis courts, open air shelters, concession stands, etc.

CUSTOM QUESTIONS

Question	Answer
Are you serving alcohol at your event?	No
Will you be selling alcohol or soda? (This includes accepting donations)	No
Will you be selling food? (This includes accepting donations)	No
Will you be charging an admission fee? (This includes accepting donations)	No
Other than contract holder, who is authorized to pick up key (if needed)?	Amanda Brey

WAIVERS

The Hold Harmless Form

Due Date: Jul 18, 2019

The undersigned agrees to hold the City harmless for any and all damage, claims or personal injury claims occurring during the term of this contract. It is further agreed that all property of any kind brought on the premises shall be at the sole risk of the undersigned and that the City shall not be liable for any injury, loss or damage to said property or injury to any person on the premises. The undersigned agrees to be responsible for any damage caused to said building, property or equipment by mischief or negligence.

Date: _____

Customer Signature: _____

**Please send a signed copy of this rental contract to the address listed on the left side of the first page of this contract.

Parks Facility Information

Waiver for: Kay Van Sluytman

Due Date: Jul 18, 2019

The City of Manitowoc Parks Division, 900 Quay St., hereby grants the above named individual or organization permission to use the facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

CONDITIONS OF USE:

1. **LIABILITY:** The City shall not be liable for any injuries, deaths, or property damage arising out of the use by the Licensee of the rented facilities and equipment, and the Licensee agrees to indemnify and hold the

City harmless. The City reserves the right to require a Certificate of Insurance with the City listed as an additional insured. The City reserves the right to set coverage limits on said Certificate of Insurance.

2. **PURPOSE & CAPACITY LIMITATIONS:** The Licensee may use the premises rented hereunder for the purpose listed above and none other. No admission fee, donation, contribution, or other charge shall be collected or be permitted to be collected by the Licensee for any reason, unless prior approval has been secured in writing from the Public Infrastructure Committee. The Licensee hereby agrees that the number of persons on the rented premises during the rental period shall not exceed the stated and posted facility capacity.

3. **RENTAL BOOKING PERIOD & FEES:** Facility and equipment rental bookings must be made at least seven (7) days in advance and no earlier than one (1) year in advance. Facility and equipment rental fees are subject to change at any time. All rentals will be subject to the revised facility and equipment rental fee structure, even if reserved prior to the revision. **ENTRY PRIOR TO THE SCHEDULED BOOKING TIME IS NOT PERMITTED.**

4. **SECURITY DEPOSIT:** A security deposit will be collected for each rental of a cabin, fieldhouse, or concession stand. The amount of the security deposit is subject to change without notice. After all facility keys have been returned and the facility has been satisfactorily inspected for cleanliness and damages, security deposits will be refunded. Deposits paid by credit card will be refunded back onto the credit card, whenever possible. Security deposits paid by cash or check will be refunded by check within 30 days after the facility or equipment rental. Deposits originally paid by check will not be refunded until a minimum of 10 days has passed.

5. **DECORATIONS & CLEAN-UP:** The Licensee shall not alter, in any way, the interior or exterior of any facility without written approval of the Operations Manager or his/her designee. **GLITTER, CONFETTI, AND PIÑATAS ARE PROHIBITED INSIDE THE BUILDING. THE USE OF STAPLES, NAILS, TACKS, GLUE AND OTHER DAMAGING ITEMS TO SECURE DECORATIONS IS PROHIBITED.** Tables and chairs must be put back in their original storage or set-up positions. It shall be the responsibility of the Licensee to keep the premises, including but not limited to counters, floors, tables, and equipment/appliances, clean and free of debris and restore them to their pre-booking condition. Trash must be picked up, tied in bags, and deposited in the appropriate containers inside or near the facility. Doors and windows must be securely closed and locked at the completion of the booking. Stove and water faucets must be turned off. The Licensee shall forfeit the security deposit and may be required to pay additional costs for damages or extra staff time required to clean and restore the facilities. This amount will be determined on a cost recovery basis. Snow shoveling is the responsibility of the renters. A shovel is provided in the cabins and fieldhouses.

6. **KEYS:** Cabin, fieldhouse, and concession stand rentals require the Licensee have a key to gain entry to the facility. **THE LICENSEE IS RESPONSIBLE FOR PICKING UP THE NECESSARY KEY(S) AT THE PARKS DIVISION, 900 QUAY ST., DURING NORMAL BUSINESS HOURS, MONDAY THROUGH FRIDAY, 8 AM TO 4 PM (EXCLUDING MAJOR HOLIDAYS) ONE OR TWO BUSINESS DAYS PRIOR TO THE FACILITY RENTAL. THE INDIVIDUAL PICKING UP THE KEY MUST BE AUTHORIZED ON THE FACILITY RENTAL CONTRACT AND SHOW IDENTIFICATION TO PICK UP THE KEYS. ALL FACILITY KEYS MUST BE RETURNED BY THE SECOND BUSINESS DAY FOLLOWING THE RENTAL UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE. KEYS NOT RETURNED WITHIN FIVE BUSINESS DAYS FOLLOWING THE RENTAL WILL RESULT IN FORFEITURE OF THE SECURITY DEPOSIT. KEYS MAY BE DROPPED OFF IN THE DROP BOX ON THE SOUTHWEST SIDE OF THE CITY HALL BUILDING. If a key is lost, stolen, or not surrendered when requested, a charge that reflects the cost of changing any and all locks may be assessed. This may result in forfeiture of any facility deposit plus additional charges if the costs exceed the security deposit. A minimum charge of \$150.00 for re-keying costs will apply. Charges could be higher based on actual costs.**

7. **PERMIT/LICENSES:** It shall be the responsibility of the Licensee to obtain all necessary permits or licenses required for the activity and to abide by all federal, state, and local laws, ordinances, and resolutions. These may include but are not limited to food preparation, alcohol or sellers permits.

8. **LOUD NOISE LIMITATIONS:** Please keep the volume of public address systems or loudspeakers confined to the immediate area of the participating group. The Police Department has the authority to order a reduction in the volume whenever it becomes a nuisance because of the volume or method in which it is being operated. Waivers of the noise ordinance may be granted by the Public Infrastructure Committee.

9. **SMOKING & ALCOHOL LIMITATIONS:** **SMOKING IS PROHIBITED IN ALL CITY-OWNED INDOOR FACILITIES.** All applicable laws governing the distribution and consumption of alcoholic beverages must be adhered to. According to the municipal code: "No person shall possess or consume alcoholic beverages, wine, or fermented malt beverages in Washington Park, Union Park, Riverview Park, Pulaski Park, Lincolnshire Park, Schuette's Park, Custerdale Playground, Union Park Playground, Mariner's Landing or Municipal Athletic Field, except where the person has obtained possession of fermented malt beverages from the holder of a Class "B" license authorizing the sale of such beverages at such park. This prohibition shall extend to sidewalks in and immediately adjacent to the parks listed above, except that it shall not be a

violation of this section if any person possesses wine or alcoholic beverages on such sidewalks in the original, unopened containers.?

10. **COLLECTION OF MONEY:** No admission fees, donations, or contributions or other fare shall be collected or be permitted to be collected by the renter, unless prior approval has been secured in writing from the Public Infrastructure Committee.

11. **AUTHORIZED ACCESS TO PREMISES:** The Licensee shall grant that any officer of the law and/or employee of the City of Manitowoc have right to enter the rented premises at any time.

12. **CANCELLATIONS:** A CANCELLATION FEE OF \$20.00 WILL BE CHARGED FOR ALL CANCELLATIONS. Any costs incurred by the City for delivery and pickup of rental items, such as extra tables, or any other special costs incurred for the rental will be deducted prior to issuing a refund.

13. **LOST & FOUND ARTICLES:** The City of Manitowoc is not responsible for personal belongings left, lost, or stolen on the rental premises. Please call the Parks Office at 920-686-3580 for lost and found inquiries.

14. **PROBLEMS/ISSUES WITH FACILITY:** For problems with the facility or issues with cleanliness (outside of regular office hours), call the Police Department Joint Dispatch Center at 920-683-4470 PRIOR TO YOUR USE OF THE FACILITY. They are able to contact the on-duty person for the Parks Division.

15. **VIOLATIONS & CONDITIONS OF USE:** Violation of any of the above Conditions of Use may result in forfeiture of the security deposit and/or penalty fees of up to \$200.00 for each infraction. These fees shall be cumulative.

METROSTAGE WAIVER:

USE OF FACILITY:

1. The use of the Metrostage (band shell) is not allowed without prior approval of the Manitowoc Parks and/or Recreation Divisions.

2. Only officially approved vehicles are allowed within the park. A list of vehicles for entry into the park must accompany the request for the use of the facility.

RESPONSIBILITY OF USER:

1. The user will furnish all personnel and equipment necessary to run the event.

2. The user is responsible to notify participants, spectators, and staff associated with the event of department policies and regulations.

3. The user agrees to provide the City with a Certificate of Liability Insurance in an amount to be determined by the City Attorney's Office.

4. No changes in the physical appearance of the area shall take place without prior approval of the Operations Manager.

5. It shall be the responsibility of the renter to maintain the area, including restrooms, throughout the event and to restore all areas and facilities to the condition they were in prior to the event. The renter agrees to pay additional fees for damages or extra time required to clean and restore the facility. This amount will be determined by the Parks Division.

6. It shall be the responsibility of the renter to control spectators, vehicles, and all situations involved with the event. If necessary, additional police staff may be required.

7. It is the responsibility of the user to abide by the noise ordinance and to have the premises vacated by 11:00 PM each evening during the term of the request, unless a waiver has been received by the Public Infrastructure Committee. For cabins and fieldhouses only, events may take place INSIDE the facility until midnight. At midnight, the event must end, and renters and a limited number of helpers are allowed to remain inside the facility until 2 a.m. for cleaning purposes only.

FEES & CHARGES

The Metrostage is rented on a per day basis. Equipment, such as additional park benches or picnic tables, may be rented from the Parks Division for an additional fee.

Groups or individuals requesting special consideration for a waiver of all or partial fees ordinarily charged to groups for use of City-owned facilities or equipment must complete a Waiver of Fees Request Form completely, at least 60 days in advance of the event. The request will be reviewed by the Public Infrastructure Committee.

The undersigned has read and on behalf of the Licensee agrees to be bound by this permit/license and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that

he/she executes this permit/license on behalf of the Licensee and has sufficient power, authority, and capacity to bind the Licensee with his/her signature.

2019 WISCONSIN ACT

AN ACT to amend 125.51 (3) (b) of the statutes, relating to: retail sales of intoxicating liquor for consumption off the licensed premises.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. 125.51 (3) (b) of the statutes is amended to read:

125.51 (3) (b) ~~In all municipalities electing by ordinance to come under this paragraph, a retail "Class B" license authorizes the sale of intoxicating liquor to be consumed by the glass only on the premises where sold and also authorizes the sale of intoxicating liquor in the original package or container, in multiples not to exceed 4 liters at any one time, and any quantity, to be consumed off the premises where sold. Wine, however, may be sold for consumption off the premises in the original package or otherwise in any quantity. This paragraph does not apply to a winery that has been issued a "Class B" license. Paragraph (am) applies to all wineries that have been issued a "Class B" license.~~