

**MAINTENANCE AGREEMENT BETWEEN CITY OF MANITOWOC
AND NORTHEASTERN WI GREAT LAKES SPORT FISHERMAN FOR USE OF CITY PARK
FACILITIES**

THIS MAINTENANCE AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the City of Manitowoc, Wisconsin, a municipal corporation, (hereinafter “City”), located at 900 Quay Street, Manitowoc, Wisconsin 54220, and Northeastern Wisconsin Great Lakes Sport Fisherman, a Wisconsin 501(c)(3) corporation (hereinafter “NEWGLSF”), with its principal mailing address NEWGLSF, PO Box 1482, Manitowoc, WI 54221-1482.

WITNESSETH

WHEREAS, City is the owner of the premises known as the fish rearing pond facility, including an existing 36’x 228’ covered water reservoir (“Fish Rearing Pond”) and well pump house and associated mechanical equipment located at the Lincoln Park Zoo and Conservancy in the City of Manitowoc, Manitowoc County, Wisconsin; in section 17, Township 19 North, Range 24 east, and more particularly located in the SW ¼ of the SE ¼ of Section 17 (“Property”); and

WHEREAS, NEWGLSF originally developed Fish Rearing Pond in 1984 in partnership with the Wisconsin Department of Natural Resources. NEWGLSF was approved to construct the permanent stick-built roof structure in 1993. The original construction and improvements made to the facility were funded by money raised by NEWGLSF; and

WHEREAS, NEWGLSF wishes to raise fish in the Fish Rearing Pond.

NOW, THEREFORE, for valuable consideration and of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. LICENSE TO USE LAND

- a. NEWGLSF is granted permission to use Fish Rearing Pond at the Lincoln Park Zoo for the purposes of raising fish, pursuant to the terms of the Type 1 Fish Farm permit issued by the State of Wisconsin and held by the City.
- b. If NEWGLSF elects to use Fish Rearing Pond to raise fish, it must:
 - i. Perform all routine maintenance to existing Fish Rearing Pond facility, as needed.
 - ii. Access the well house and water service to operate well pump to fill Fish Rearing Pond, as needed.
 - iii. Stock Fish Rearing Pond with fish of the species type agreed upon with the City.
 - iv. Maintain ownership of the fish collection.
 - v. Feed and maintain fish health, as needed.
 - vi. Follow all fish farm laws that are applicable to farming fish in the State of Wisconsin.

- c. Any improvements to Fish Rearing Pond must receive prior approval from the City of Manitowoc's Parks and Recreation Division Manager.
- d. NEWGLSF may host community events at Fish Rearing Pond. NEWGLSF is responsible for supervision of all community event participants at all times and is responsible for ensuring the safety of all community event participants.
- e. NEWGLSF shall require event participants to execute a hold harmless agreement approved by the City of Manitowoc that releases the City of Manitowoc from any liability and holds it harmless relating to the participant's participation in a community event held at Fish Rearing Pond.
- f. In the event that the fish rearing program is discontinued for any reason, NEWGLSF is shall remove and distribute fish as needed in accordance to state mandated fish farm regulations.

2. **TERM.** The term of this Agreement shall be for a period commencing on the day of signing and ending April 30, 2030.

3. **INDEMNIFICATION AND INSURANCE**

- a. **Indemnification.** NEWGLSF hereby agrees to hold the City, its employees, officials, officers and agents harmless and to indemnify and defend the City, its employees, officials, officers, and agents against all claims, demands, liabilities, losses, damages and expense of any kind or nature, on account of any injury, damage to, or death of any person or on account of any damage to any property of any nature arising from, in connection with, caused by or resulting from NEWGLSF's use of the premises. Such indemnification shall not apply to acts of willful misconduct of the City.
- b. **Insurance.** NEWGLSF agrees that it shall provide to the City at its own cost and expense insurance as specified below with a company or companies authorized to do business in the State of Wisconsin. Each policy and certificate shall require a 30-calendar day advance written notice of cancellation, non-renewal or material change in the policy. All coverage required shall apply as primary with the City, its employees and agents named as additional insureds. A Certificate of Insurance for all required insurance shall be filed with the City before NEWGLSF performs any work on the property.
 - i. **General Liability.** Comprehensive general liability insurance including contractual liability, personal injury liability, products and completed operations with minimum limits of \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. This insurance shall be required for the full term of the license and any renewal periods.
 - ii. **Statutory Insurance.** NEWGLSF shall carry all insurance as required by Wisconsin Statutes. This includes, but is not limited to, workers' compensation.
- c. **Waiver of Subrogation.** NEWGLSF agrees to waive all rights against the City for damage caused by fire or other perils to the extent covered by insurance provided under risk and

property insurance. NEWGLSF shall also require waivers by any and all contractors or subcontractors hired by NEWGLSF against the City for damage caused by fire or other perils to the extent covered by insurance provided under the risk and property insurance. Waivers shall be for the term of the license and subsequent renewal periods. City agrees to waive all rights against NEWGLSF for damage caused by fire or other perils to the extent covered by City's insurance.

4. DEFAULT AND TERMINATION

- a. In the event NEWGLSF shall default in the observance of any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of 15 calendar days after written notice thereof to NEWGLSF or if NEWGLSF shall abandon the parkland, the City may, as its option and in addition to all other rights and remedies which it may have at law or in equity against NEWGLSF, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this License and all rights of NEWGLSF hereunder.
- b. Further, in the event of lapse of insurance policies or coverage and protection as required by this License the City may, without notice of default, declare this License terminated. NEWGLSF shall have no access rights to or use of the premises unless all insurance policies required by this License are in full force and effect.
- c. Notwithstanding any of the other provisions of this License, the City may terminate this License without cause upon 30 calendar days written notice to NEWGLSF, upon the termination of the agreement it will be the responsibility of NEWGLSF to remove and distribute the fish collection pursuant to any terms and conditions provided by the Wisconsin DNR and as a requirement of the license. In the event NEWGLSF fails to timely meet this requirement, City shall, at its sole discretion, remove and distribute the fish collection, utilizing any payments received to reimburse it for its efforts.

5. PROPERTY CONDITIONS

- a. City makes no warranties or representations that Fish Rearing Pond is free of environmental contamination or is a safe working condition. NEWGLSF agrees to raise fish at its own risk.
- b. City disclaims all liability and responsibility for Fish Rearing Pond with the exception of mowing the grass outside the fenced-in area and normal trash and recycling pickup. City has no obligation to maintain that portion of the parkland during the term of this license agreement. City officials shall have access to the property at all times without notice.
- c. NEWGLSF agrees that if this agreement is terminated at any time, it is responsible for the full cost of restoring the site to grade and reseeding the grass.

