



MEMO

Finance

To: Common Council
From: Finance Director (William Van Rossum)
Date: 08/06/2024
Re: Grant funding for Proposed Grignon Park Project

Background Information:

The KHS Civic Engagement Class presented a proposed Grignon Park Project to the council back in March 2023. This project includes a sledding hill, ice rink, and a multipurpose warming shelter. During the presentation, the group highlighted that this park enhancement would be a regional draw to the City of Kaukauna during the winter period.

Since that presentation, City staff organized a stakeholder meeting in October 2023, which included all the clubs and organizations that would be impacted by this project. During this meeting, ideas and desires were shared. An updated presentation was provided to the council following this meeting. The Civic Engagement Class has continued to modify the project plan and pitch the project to potential donors.

The first two donors have pledged funds toward the project. The first pledge is \$200,000 from the Fox Cities Convention & Visitors Bureau (FCCVB), and the second is \$250,000 from the Nelson Fund of the Community Foundation. Both grant pledges require some form of commitment from the city. The FCCVB pledge is a reimbursement grant requiring the project to be completed by the end of 2026, while the Nelson Fund pledge is a multiyear payment that needs commitment within the City capital budget. Included with this memo are both grant pledge communications.

Strategic Plan:

This project supports the "Community of Choice" initiative within the City Strategic Plan and furthers the goal of updating a park within the city.

Budget:

This project will impact the City's capital budget as some of the funds will need to be bonded. The council may also consider covering some of the park amenities using funds from TID 9, TID 11, TID 12, or a combination of the three, as they are all within the radius to contribute to the project.

Staff Recommended Action:

The FCCVB pledge should be accepted, as it poses no financial risk if the project does not come to fruition, given that it is a reimbursement grant. The Nelson Fund, however, requires a firm commitment from the city to the project before funds can be disbursed, starting in 2025. Staff seeks further discussion from the council to determine the level of support for the project.

AGREEMENT FOR GRANT

AGREEMENT made and effective this _____ day of _____ by and between the Fox Cities Convention & Visitors Bureau, Inc. a Wisconsin corporation with principal offices located at 213 S. Nicolet Rd., Appleton, Wisconsin (hereinafter "FCCVB") and the City of Kaukauna with principal offices located at 144 W. 2nd St., Kaukauna, WI 54130 (hereinafter "GRANTEE").

RECITALS

- Whereas, FCCVB offers a grant program to develop and enhance tourism to the Fox Cities.
- Whereas, GRANTEE intends to renovate Grignon Park adding soccer and sledding hill amenities, including a rope tow and lighting (hereinafter "the Project").
- Whereas, the Project is expected to cost approximately \$ 1.5 million.
- Whereas, the Project will serve visitors by providing a unique to the area winter attraction and improved tournament-quality soccer facilities.

COVENANTS

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

- 1) **Recitals.** The foregoing Recitals are made a part hereof and are incorporated herein by reference.
- 2) **Grant.** The FCCVB agrees to grant GRANTEE \$200,000 for the Project. Remaining funding will be secured by GRANTEE and FCCVB shall have no liability regarding same.
- 3) **Project Specifications.** The aforementioned Project shall be as outlined in the grant application dated October 20, 2023.
- 4) **Grant Funding.**
 - a) A grant of \$200,000 is pledged to the Project.
 - b) The grant will be paid to GRANTEE upon completion the project contingencies being met as set forth in section 5 and after FCCVB receives from GRANTEE written confirmation of project completion, documents demonstrating final total costs and photographs of finished Project.
 - c) In the event the Project is not completed on or before **December 1, 2026**, the FCCVB shall not have any further obligation to grant or pay for any present or current obligations of the Project.

- 5) **Contingencies.** The making and payment of the grant is conditioned and contingent upon the following conditions having occurred:
- a) The Project is constructed as described in the grant application dated October 20, 2023.
 - b) The GRANTEE provides clarification of City support as documented in the City budget or a resolution of the City Council;
 - c) The GRANTEE provides a written summary of support from Kaukauna Utilities;
 - d) The GRANTEE provide documentation that at least 50% of total funds have been raised by May 2025.
 - e) GRANTEE provides evidence of project completion as noted in section 4 above.
 - f) The project is completed by **December 1, 2026**.
- 6) **Liability.** FCCVB shall in no way be considered an owner or operator of the Project, and shall not be liable for any injury or property damage sustained by any party or person. GRANTEE shall fully indemnify and hold FCCVB harmless there from.
- 7) **Use of Funds.** All grant funds received by GRANTEE shall be used solely and exclusively for the Project noted above and for no other purpose whatsoever.
- 8) **Default.** In the event FCCVB determines, at any time, that any of the obligations or conditions are not being met by GRANTEE, FCCVB shall provide written notice to GRANTEE of the default and allow 30 days from the date the notice is given for GRANTEE to cure the default. In the event GRANTEE fails to timely cure the default to the sole satisfaction of FCCVB, FCCVB may withhold any pending fund distribution under this Agreement, or, if the grant has been fully funded, GRANTEE shall be obligated to refund the full amount paid to GRANTEE by FCCVB.
- 9) **Termination of Grant.** Notwithstanding anything else herein to the contrary, in the event the Project is not fully completed and functional, then the grant in FCCVB's sole discretion may be declared null and void and of no further force.
- 10) **Integration Clause.** This Agreement expresses the entire understanding between the parties as to the terms and covenants of this grant transaction and no other verbal or written understanding shall change or alter the terms contained above.

IN WITNESS THEREOF, the parties have entered into this Agreement on the date as set forth

**FOX CITIES CONVENTION & VISITORS
BUREAU, INC.:**

GRANTEE NAME:

By: _____
Pam Seidl, Executive Director

By: _____

Date: _____

Its: _____

By: _____
Board Chair

Date: _____

Date: _____

William J. VanRossum

From: wvanrossum@kaukauna.gov
Subject: FW: Grignon Park Follow up

----- Forwarded message -----

From: Ann Engelhard <AEngelhard@cffoxvalley.org>
Date: Tue, Jul 23, 2024 at 11:24 AM
Subject: Grignon Park Follow up
To: madersophie@gmail.com <madersophie@gmail.com>

Hello Sophie –

It was a pleasure speaking with you yesterday! As I mentioned, I will need some additional information to begin processing the grant and grant agreement:

- Confirm the grant should be made to City of Kaukauna
- Who will be our project connection at the City? Assuming it would be Terri Vosters but would like confirmation and confirmation that she will be signing the grant agreement.
- Who will be the 2nd signature on the grant agreement? Perhaps the Mayor?
- This grant will be a multi-year payment. Currently scheduled as \$100,000 in 2025 and \$150,000 in 2026. Does this align with your timeline? Any suggestions on which month we should plan to make payments?
- The grant is contingent on the project being approved in the City budget and permits being approved.

If you could assist in gathering this information, that would be much appreciated.

Also, I want to let you know that Curt mentioned this project to Bank of Kaukauna and I will be sharing your power point, and the Nelson Fund's support of this project, with TJ Minnehan, President. I will share your name, email address and phone number with him, as well. Hope that helps the Bank see the project moving forward.

Have a great day, Ann



Annamarie Engelhard (She/Her)

VP of Donor Services & Gift Planning

Together, we flourish.

Community Foundation for the Fox Valley Region
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