



Memorandum

To: Parks and Recreation Committee

From: Dean Gazza, Director, Parks, Recreation and Facilities Management Department

Date: February 25, 2015

Re: Action: Approval of 2015-2017 Agreement with the Supple Restaurant Group for Use of Vulcan Heritage Park Patio

In 2006, the City of Appleton executed a 3-year agreement with the Supple Restaurant Group for the use of the patio area at Vulcan Heritage Park. The agreement was renewed for 3-year terms in 2009 and 2012. The 2012 agreement expired in October 2014 and the Supple Restaurant Group has requested renewal of the agreement for use of the Vulcan Heritage Park patio for another 3 years.

The following identifies the basic components of an agreement reached with the Supple Restaurant Group based on the previous agreements:

- The Supple Restaurant Group will lease the patio area immediately west of Fratello's Riverfront Restaurant for a three-year period, 2015 – 2017.
- The Supple Restaurant Group will lease the area beginning April 1 and ending the last Sunday of October.
- Annual compensation for the lease will be as follows:
 - 2015 - \$3,000 per year.
 - 2016 - \$3,000 per year.
 - 2017 - \$3,000 per year.
- Food and beverage service will be limited to the “patio” area of the leased area only.
- The Supple Restaurant Group will provide food and beverage service that meets all applicable licenses and permits.

- The Supple Restaurant Group will provide trained wait staff during all food service hours.
- The Supple Restaurant Group will allow the general public to use the patio area during regular serving hours.
- The service of the food and beverage will be from 11:00 A.M. to 11:00 P.M. Extension of these hours may be granted by written permission from the Parks, Recreation and Facilities Management Department for special events.
- The Supple Restaurant Group will provide all furniture for the patio. The furniture theme shall be consistent with the current park amenities.
- The Supple Restaurant Group will be solely responsible for the furniture.
- The Supple Restaurant Group will maintain the area immediately surrounding the patio on a daily basis. Immediate surrounding area shall include parking lot, walkways, planters, turf areas, etc. on a daily basis. Maintenance activities shall include waste and litter disposal, walkway cleaning, general site inspection, and daily plant care consistent with standards established by the Parks and Recreation Department.
- Either party has fifteen (15) days from written notice to correct a violation of the agreement. If the violation is not corrected after fifteen (15) days, either party shall have the right to terminate the agreement.
- All signs shall meet applicable zoning ordinances and cannot promote alcohol and tobacco or contain morally questionable or overly suggestive themes.

The 2012-2014 agreement with the Supple Restaurant Group included annual payments of \$2,750 to the City of Appleton. The proposed 2015-2017 lease agreement includes an increase in the annual payments to \$3,000 and is consistent with the agreement executed in 2013 for use of space in Houdini Plaza.

This request will appear on the Parks and Recreation Committee agenda as an action item on Wednesday, February 25, 2015. Representatives from the Supple Restaurant Group will be available at the meeting to address any questions or concerns related to the request.

Please contact me at 832-5572 or dean.gazza@appleton.org with any questions or concerns.