REGULAR MEETING
Board of Park Commissioners
June 2, 2021 - 6:30 PM
Meeting will be held via Zoom online meeting
Click to Connect:
Dial in Number: (312)626-6799 Meeting ID: 881 0146 4409

5:00 pm - Park Tour Begin @ Bukolt Park (Tour route will include Bukolt Park boat pier, fishing pier, sand beach area, new playground site and Koziczkowski sand area) A walking tour to visually view park properties will take place during this time. A quorum may be present but no City business will be conducted.

AGENDA

Discussion and Possible Action on:

1. Roll Call.
2. Approval of May 5, 2021 meeting minutes
3. Approval of Swamp Monster Adult Flashlight Egg Hunt in Iverson Park on August 31, 2021 submitted by Samoset Council, Boy Scouts of America.
4. Endorsing a grant application to upgrade Riverfront Trail lighting to historic light design matching downtown and Clark Street bridge lighting.
5. Approval of concrete bench installs in Bukolt Park by the Prime Water Anglers adjacent fishing pier sidewalk.
6. Approval of rental and concession contract with Northward Peddle and Paddle for the Parker Building in Goerke Park for winter sports season.
7. Discussion and review Koziczkowski sand area and Bukolt Park beach concept designs created by the steering committee.
8. Director's Report
   - 2021 Riverfront Rendezvous
   - Soil testing adjacent Cultural Commons

9. Adjournment.

Meeting Rider
Any person who has special needs while attending this meeting or needing agenda materials for this meeting should contact the City Clerk as soon as possible to ensure a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569, TDD # 346-1556 or by mail at 1515 Strongs Ave., Stevens Point, WI 54481.

Copies of ordinances, resolutions, reports and minutes of the committee meetings are on file at the office of the City Clerk for inspection during normal business hours from 7:30 a.m. to 4:00p.m.

SPECIAL NOTICE

Please take notice that a quorum of the Common Council, City Boards/Commissions may attend this meeting.

Agenda Notes

3. The Swamp Monster Adult Flashlight Egg Hunt would utilize the green space and tree area on the west side of the Plover River and adjacent the parking lot. The time of the event is relatively short and an off-peak park use time for the general public. The event requests use of the open-air shelter which the City does not currently allow rentals/reservations for. This is a fundraiser event; no fees would apply as the space they would be using is not a rentable space.

Staff recommendation is to approve the special event request with the condition that the Boy Scouts of America understand that they do not have "exclusive use" of the open-air shelter.

4. The City has a historic looking street light that has been used along the Clark Street bridge and downtown. A photo of this style light is included in the packet. Staff has been approached and asked if the City Parks Department would consider upgrading the existing wood light posts along the Riverfront Trail to match the historic style light posts and lights. The people involved with this idea are interested in writing a grant and fundraising to cover the expense. The total expense is not known yet but is being investigated. Updating these lights would be a great first step in bringing the park to the downtown. This agenda item is to ask the park commission if they would endorse a grant application being submitted to pay for the expenses related to upgrading the lights.

Staff recommendation is to endorse the grant application.

5. The Prime Water Anglers have requested to install two concrete benches adjacent the fishing pier they installed in Bukolt Park a few years ago. This request was not permitted previously because the City had not developed a Memorial Bench Program. The City has a long history of collaboration with Prime Water Anglers and their partnerships to construct fishing and boating structures has saved the City thousands of dollars through the years (most recently with the Bukolt Park boat dock). Staff is recommended approval of these two benches to be installed immediately adjacent the fishing pier project that PWA constructed.

A question raised was does this set precedence to be required to honor other groups or organizations who make a similar request. Staff suggests that if another group or organization was to complete a similar scale project in a park as what the PWA projects are, the City should consider a similar request to maintain consistency. Aside from that, all other bench requests would be required to follow the City's Memorial Bench program.

6. The City receives many requests each year to provide outdoor rental skates during the winter sport season. As staff began investigating the purchase or outdoor rental skates, Northward Peddle and Paddle expressed an interest in providing them for the City in a similar arrangement as what the City has with them for the summer paddle craft in Iverson Park. The agreement within the packet includes Northward providing rental skates and concession sales in the Parker Building as well as providing on site oversight of the skating rinks. The City would receive 15% of all sales with a minimum of $500.00 per

year. Additional savings for the City includes seasonal wages for the supervision of the site. The City has been working with Northward for two years and has developed a strong, positive working relationship.

Staff recommendation is to approve the contract as written.

7. In September of 2020, the Park Commission awarded a concept design contract to Rettler Corporation for Koziczkowski sand area and Bukolt Park Beach. At that time, a subcommittee consisting of Alder Zarazua, Alder Slowinski, Krista Olson and Director Kremer began working on the concept designs with Rettler' s assistance. Alder Fishler joined the steering committee in early 2021 as well. Within the packet are draft concept designs that are the result of several meetings of the subcommittee. Director Kremer will highlight the concept specifics and ask the park commission to provide feedback. Following the feedback, the subcommittee is asking for authorization to release the concepts to the community for public input. All public input would be considered in the final concepts which the park commission would review and consider for adoption later this year.

MEETING MINUTES
Board of Park Commissioners
May 5, 2021 - 6:30 PM
Meeting will be held via Zoom online meeting
Click to Connect:
Dial in Number: (312)626-6799 Meeting ID: 880 8885 4558 Passcode: 255106

Discussion and Possible Action on:

1. **Roll Call.**

Present: Freckmann, Glodosky, Hall, Kirsch, McDonald, Okonek, Przybylski, Alder Slowinski, Sorenson
Excused: Alder Zarazua
Also Present: Director Kremer, Mayor Wiza, Scott Halvorsen, Todd Ernster, Kate Gullickson, Sarah Ashley, Chris Kleismith, Ian Corranado

2. **Approval of April 7, 2021 meeting minutes**

Motion by Okonek, second by Hall to approve the April 7, 2021 meeting minutes.
Ayes, all; Nays, none; Motion carried.

3. **Approval of The Great Glacial Washout special event request in Yulga Disc Golf Course for June 26, 2021 by Stevens Point Area Flying Disc Association.**

Motion by Okonek, second by Sorenson to approve The Great Glacial Washout special event request in Yulga Disc Golf Course for June 26, 2021 by Stevens Point Area Flying Disc Association.
Ayes, all; Nays, none; Motion carried.

4. **Approval of Paddlequest special event request in Bukolt Park on August 13 - 15, 2021 by CREATE Portage County.**

Motion by Glodoski, second by Okonek to approve Paddlequest special event request in Bukolt Park on August 13 - 15, 2021 by CREATE Portage County.
Ayes, all; Nays, none; Motion carried.

5. **Approval of The Pineries Food Fest special event request for Pfiffner Pioneer Park on August 28, 2021 by CREATE Portage County.**

Motion by Slowinski, second by Kirsch to approve The Pineries Food Fest special event request for Pfiffner Pioneer Park without the use of the lawn area adjacent to the Pfiffner building on August 28, 2021, by CREATE Portage County.
Ayes, all; Nays, none; Motion carried.

6. Approval of Wonderful Water Half Marathon special event request in Pfiffner Pioneer Park for October 2, 2021 by CREATE Portage County.

Motion by Okonek, second by Glodosky to approve Wonderful Water Half Marathon special event request in Pfiffner Pioneer Park for October 2, 2021 by CREATE Portage County.
Ayes, all; Nays, none; Motion carried.

7. Election of Officers (Chair, Vice-Chair)

Motion by Hall, second by Glodoski to elect Liz McDonald as Board of Parks Commissioners Chair.
Ayes, all; Nays, none; Motion carried.

Motion by Glodosky, second by Hall to elect Wayne Sorensen as Board of Parks Commissioners Vice-Chair.
Ayes, all; Nays, none; Motion carried.

8. Division Reports
- Forestry (Todd)
- Recreation (Kate)
- Parks (Scott)

9. Director's Report
- Convent Site Development and Future Park
- Plover River Crossing Project
- Bukolt Playground Project

Congratulations to Park Commissioner Mike Glodosky on 40 years of service. A Memorial Tree will be planted in his honor at a park of his choosing.

10. Adjournment.

Motion by Glodosky, second by Kirsch to adjourn the meeting at 7:18 pm.
Ayes, all; Nays, none; Motion carried.

Submitted On _____

PARKS, RECREATION & FORESTRY SPECIAL EVENT PERMIT

1. **Name of Event:** Swamp Monster Adult Flashlight Egg Hunt

   Event Date(s): 8/31/21 **Estimated Attendance:** 250

   Assembly Location: Iverson Park **Dispersal Location:** SAME

   Event Starting Time: ____ a.m. 8 p.m. **Ending Time:** ____ a.m. 10 p.m.

   Set Up Date and Time: 8/31/21 4:00 pm

2. Please circle one: **New Event** **Returning Event** **Return Event w/ Changes**

3. Type of Event (Check all that apply and describe: run/walk, concert, festival, picnic, etc.)
   - ☐ Athletic Event: _____
   - ☐ Financial Gain Special Event on Park Property: _____
   - ☐ Free Public Special Event on Parkland: _____
   - ☐ Private Special Event: _____
   - ☒ Other: Non-profit fundraiser – Adult (18+) Flashlight Egg Hunt

4. **Name of Sponsoring Organization:** Samoset Council, Boy Scouts of America

   Address: 3511 Camp Phillips Rd City: Weston State: WI Zip Code: 54476

   Are you a 501 (C-3) non-profit organization? ☒ Yes ☐ No If yes, Tax Exempt No. 39-0813397

5. **Contact Person:** Michael Vangelov Email: michael.vangelov@scouting.org

   Address: SAME AS ABOVE City: _____ State: ____ Phone: 715-409-6486

6. Site plan/Map of the event attached (required)? ☒ Yes ☐ No
   (include locations of vendors, tents, portable restrooms, etc.)

7. Please describe the purpose and nature of your event including all planned activities: (SEE ATTACHED FLYER)
   (Attach additional sheet if necessary)
   Adult fundraiser based similarly to an Easter Egg Hunt that raises funds through event admission / sponsorships to provide funding for Scouting programs enabling us to increase our programs & camp opportunities to more families in our community.

8. Please Check Appropriate Boxes:

	Yes	No		Yes	No
Admission/entry fee	X		Fireworks		
Financial gain activity			Amusement rides/Inflatables		
Concession sales			Erection of tents		
Beer sales (requires special permit)			Amplification Equipment	X	
Vendor displays/sales	X		Musical Bands		
Electricity needed	X		Horses/animals		
Portable toilets			Boats/snowmobiles/ATVs		
Street closure*					

Possibly

We may use portable lighting with generator

Portable PA system or megaphone

***Requires special event permit from City Clerk's office.**

9. **Are you putting up any tents or inflatables?** ☐Yes ☒No
If yes, and the structure is larger than 10'x10', you may be required to have a tent inspection, call the Stevens Point Fire Department for more information at 715-344-1833.

10. **Will you drive anything into the ground?** ☐Yes ☒No
If yes, the Parks Department requires a utility locate at the cost of $25.00.

11. **Describe any additional needs from the city (barricades, fencing, garbage cans, etc)?**
None

12. **Fermented Malt Beverage Vendor:** N/A
Please check the item below which applies to fermented malt beverages for your event.
- ☒ Fermented malt beverages will not be dispensed in any way.
- ☐ Fermented malt beverages will be given free to any person attending the event.
- ☐ Fermented malt beverages will be sold to visitors of the event.
- ☐ All members will bring their own fermented malt beverage for their own consumption.
- ☐ Other, please describe: _____

13. **Insurance**

Any special event sponsor that is renting the park (making payment to the City of Stevens Point) shall submit a general liability insurance policy certificate with a minimum amount of $1,000,000.00 of coverage. The insurance policy must list CITY OF STEVENS POINT as an additional insured party.

☒Attached
☐Will submit at least thirty (30) business days prior to the event

I understand the filing of this application does not ensure the issuance of this permit. I also understand that all Special Event organizers and participants must comply with all applicable city ordinances, traffic rules, park rules, state health laws, fire codes and liquor licensing regulations.

14. **Hold Harmless Indemnification and Defense**

The person/group named on this application will be responsible for the conduct of the special event and for the condition of the facility. We will not deny anyone the benefits of, or otherwise subject anyone to discrimination because of race, color, creed, national origin, sexual orientation, handicap or religion.

The applicant for her/himself and for other persons, organizations, firms and corporations, if any listed in this application, being of sound mind and body, do hereby freely, voluntarily and knowingly, now and for all times, fully save and hold harmless and defend, the CITY OF STEVENS POINT, a Wisconsin Municipal Corporation located in the County of Portage, and each and every of its elected and appointed officials, employees, representatives, agents, heirs, and assigns, jointly and severally from and against any and all claims, causes of action, actions, liabilities, demands, losses, damages, and/or expenses of whatsoever kind and nature including counsel or attorneys' fees, which I have or may, at any time, incur or sustain arising from, resulting from, incurred in consequence of, or pertaining to, any and all intentional and negligent acts, omissions, incidents, activities and transactions, of whatever kind and nature, direct or indirect, of mine own and those of or by the CITY OF STEVENS POINT, and each and every of its elected and appointed officials, employees, representatives, and agents, regardless of when or where, occurring or arising from this event.

5/14/21
Date

Michael [illegible]
Applicant's Signature

(For office use)

Special Event Approval Signatures: _____ Date: _____

Approval signature name (print): _____ Title: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
8144 Walnut Hill Lane, 16th Floor
Dallas TX 75231

CONTACT NAME: Laura Craig
PHONE (A/C, No, Ext): 972-770-1402 FAX (A/C, No): 972-770-1699
E-MAIL ADDRESS: laura.craig@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED BOYSCOUT5
Boy Scouts of America, National Council and all of its subsidiaries and affiliates
Samoset Council, Boy Scouts of America
3511 Camp Phillips Rd
Weston, WI 54476

COVERAGES **CERTIFICATE NUMBER:** 941251576 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			MKLV4PBC001681	3/1/2021	3/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For: All Official Scout Activities

CERTIFICATE HOLDER

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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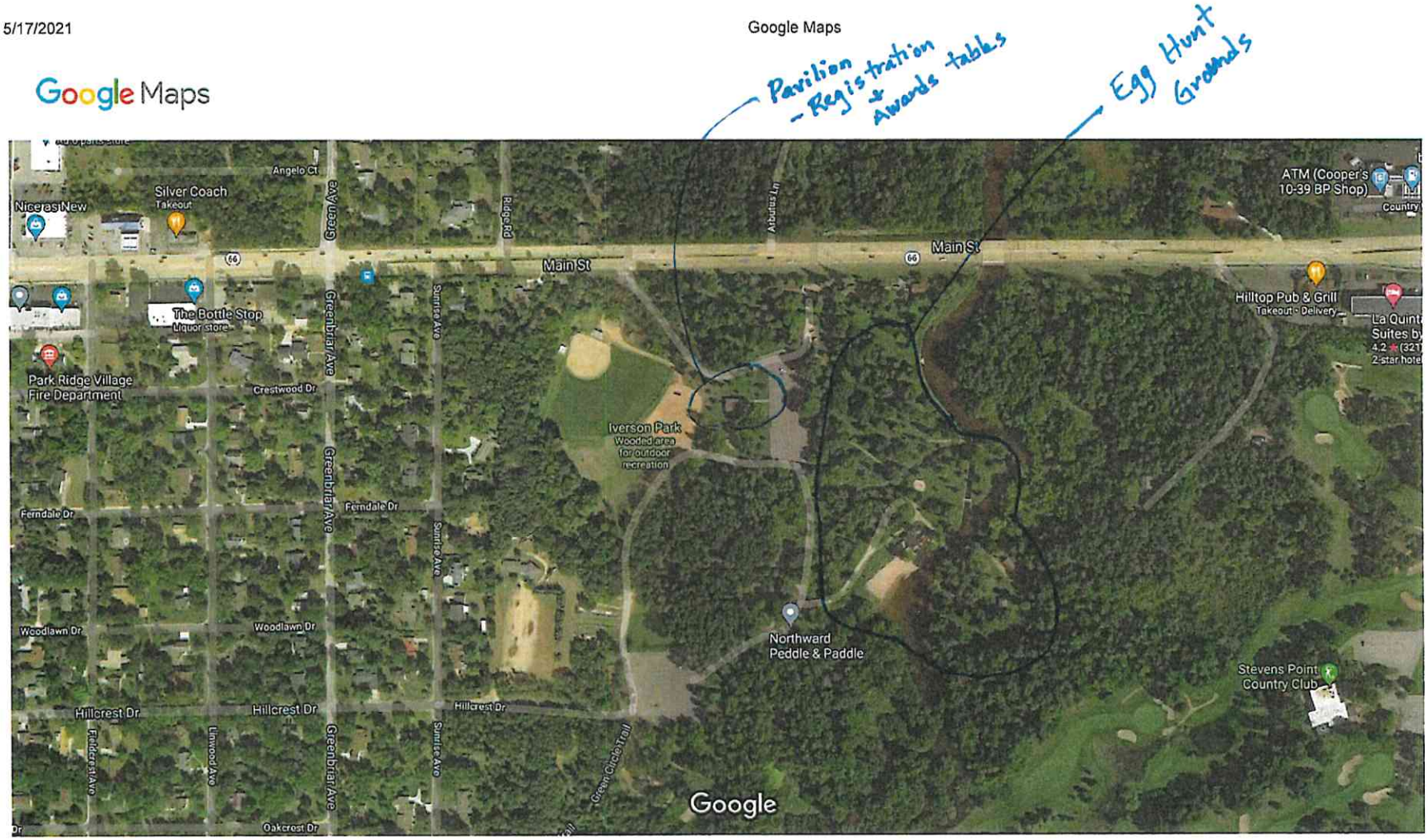
Google Maps



Imagery ©2021 Maxar Technologies, USDA Farm Service Agency, Map data ©2021 200 ft

SWAMP MONSTER
EGG HUNT

"SWAMP MONSTER" EGG HUNT

The Swamp Monster Egg Hunt is a new special event fundraiser for the Samoset Council. The event has successfully been done in other councils. Similar in concept to a child's Easter Egg Hunt, **this adult only (18+)** is done at night with the use of flashlights. The primary target audience will be college students who attend UW Stevens Point as well as adults in the local community.

A total of 5,000 numbered plastic eggs (empty) will be placed throughout a large field/park and we hope to have hundreds of adults participate in the hunt. Participants will line up on the starting line and when the horn is blown search the grounds for a select number of winning numbered eggs.

Participants will sort through their own eggs at the sorting area and then redeem the winning numbered eggs at the prize table. Our goal is to have a total of 500 prizes-winning eggs.

Prizes are in the form of physical items – electronics, camping, sports gear, as well as in the form of gift cards and gift baskets from local restaurants and merchants.

Date: Tuesday, August 31, 2021 from 8:00 pm – 10:00 pm (*Alternative date: August 30, 2021)

Location: Iverson Park, Stevens Point, WI

Cost: $15.00 per person

Revenue will be generated through participant fees and corporate sponsorships.

Corporate Sponsorships

Gold - $2,500 (Title Sponsor)

- Booth at Event / Logo on Event Banner / Facebook Recognition / Recognition on Event Website / Recognition as Sponsors of Grand Prizes

Silver - $1,200

- Booth at Event / Logo on Event Banner / Facebook Recognition / Recognition on Event Website / Recognition as Sponsor of "Thank You" Gifts and Door Prizes.

Bronze - $500

- Booth at Event / Recognition on Event Website

Donating Partner - Gift Cards & Prizes

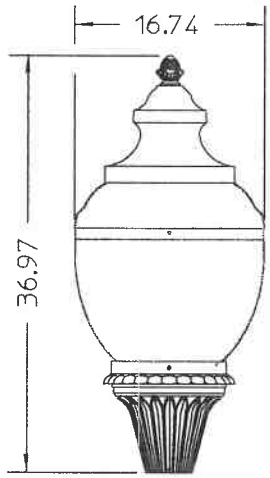
- Recognition on Event Website

Donating Partners - We are requesting local businesses to be donating partners or a sponsor through gift cards or other promotional items that can be used as prizes. This is a great way to market their business and products to the local community/college students.

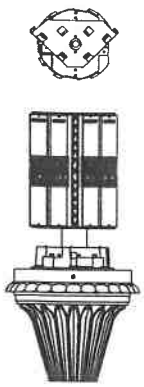
Ordering Guide:

C7040D: LUMINAIRE
CP7040C: POLE

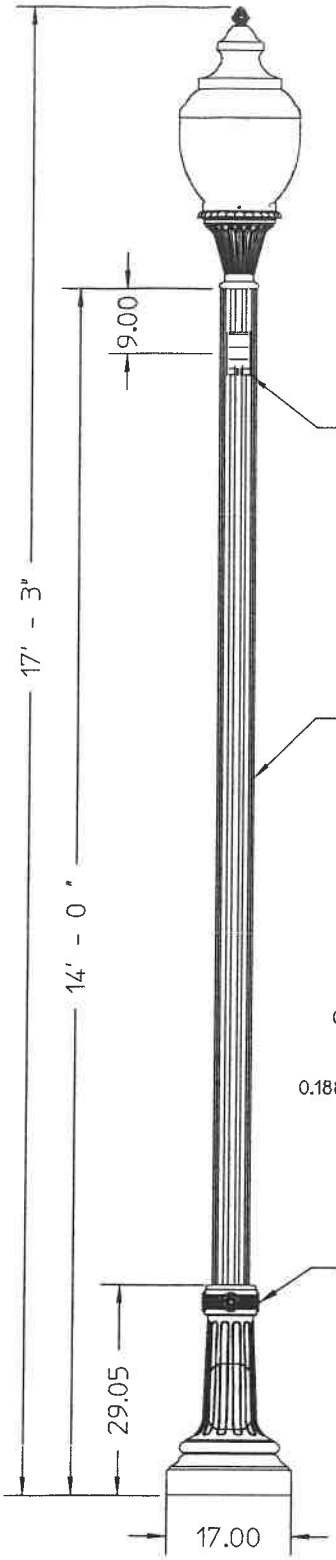
Luminaire Detail
Scale 1:16



Top View
LED Module
Assembly



*LUMINAIRE PREWIRED,
17 FT. OF 12 GA. OUTWIRES

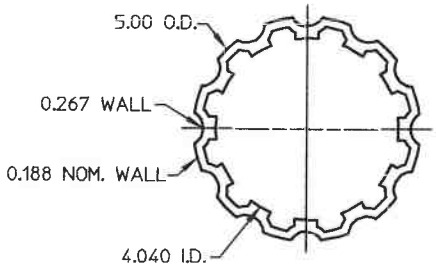


Color:
Black

OUTLET:
120V DUPLEX GFI,
WEATHERPROOF
RECEPTACLE W/
IN-USE COVER,
PREWIRED W/
17 FT. OF 12 GA.
OUTWIRES

POLE:
5" ROUND STRAIGHT FLAT
FLUTED W/ 3" O.D. TENON,
0.188"-0.267" WALL THICKNESS,
6005-T5 ALUMINUM ALLOY

Shaft Cross Section
Scale 1:16



BASE:
CAST ALUMINUM
W/ ACCESS COVER

BASE DETAIL:
REFERENCE TEMPLATE
#T01000345

Luminaire Matrix

OPTICS:
X TYPE III, WIDE BODY, ACRYLIC
_ TYPE V, WIDE BODY, ACRYLIC

FASTENERS:
X HEX HEAD BOLTS
_ ALLEN HEAD SCREWS

COLOR:
X BLACK
_ WHITE
_ VERDE
_ BRONZE
_ GREEN
_ GRAY

PHOTO CONTROL:
_ BUTTON-EYE
_ TWIST-LOCK RECEPT.
X NONE

COLOR TEMPERATURE: (specify)
_ 3000K
_ 4000K
_ 5000K

SOURCE/LUMENS
_ 3000 LM
X 5500 LM

DIMMINNG CONTROLS:
_ INTERNAL CONTROL RECEPT.
_ PANEL CONTROL
X NONE

LED MODULE SPECIFICATIONS:
- **120-277 VAC 50/60Hz AUTO SENSING.**
- **60,000 HOURS @ 70% LUMEN MAINTENANCE.**
- **80 TOTAL LEDS (100 lumens/watt ea).**
- **4 CAST ALUMINUM HEAT SINKS. IP66 RATED.**
- **LED EFFICACY: 100 LUMENS/WATT.**
- **APPROX. 50% ENERGY SAVINGS VS. COMPARABLE HID.**

PRODUCT APPROVALS	
HADCO	JAZ
CUST.	

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NOTICE:
THIS DRAWING IS FOR REFERENCE ONLY. CHECK FOR LATEST REVISION PRIOR TO ORDERING

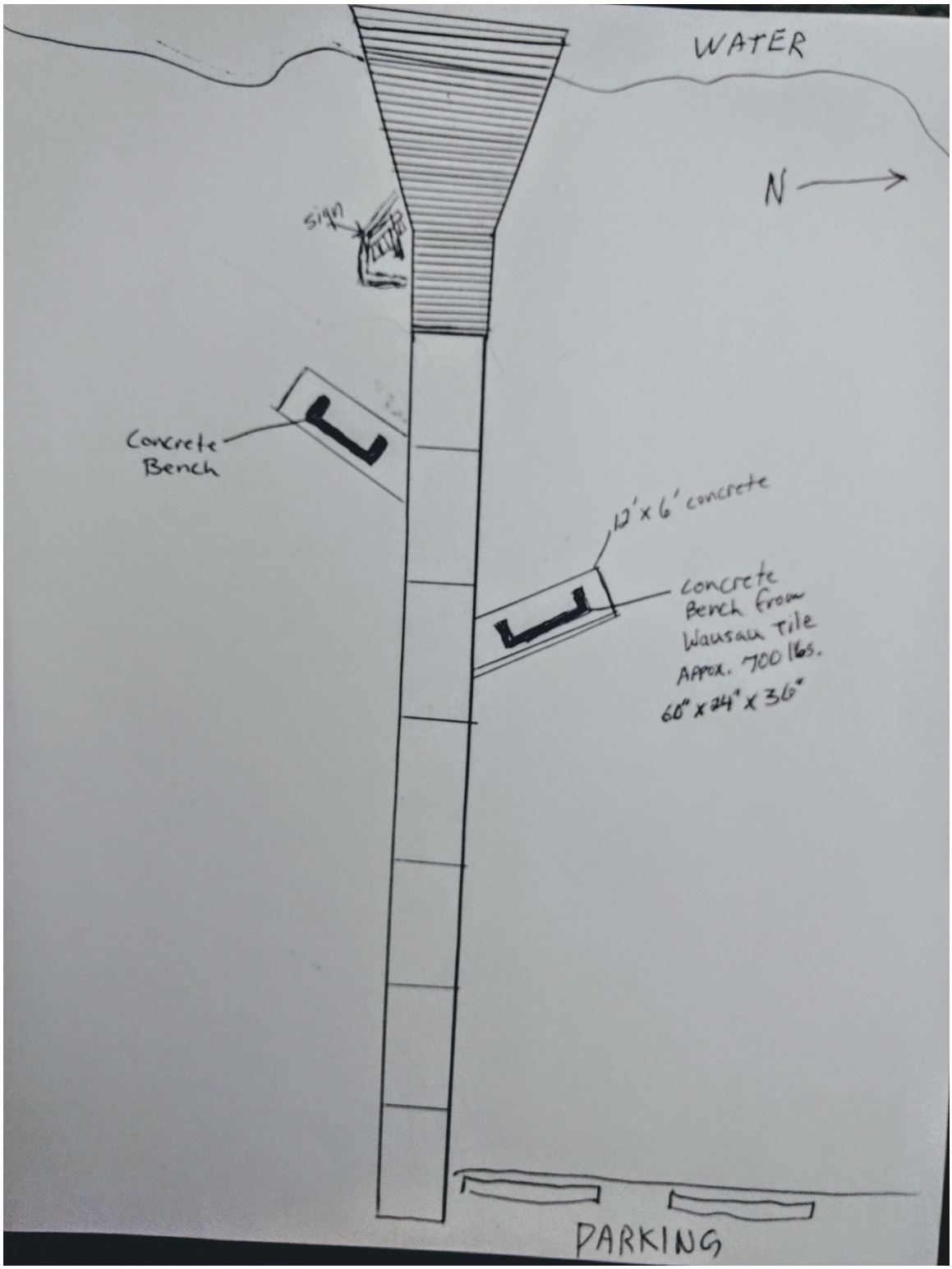
Full Specification (Complete Assembly) Drawing

PHILIPS HADCO

100 Craftway P.O. Box 128
Littlestown, Pennsylvania 17340-0128
Phone 717-359-7131
Fax 717-359-9515
www.hadco.com

JOB NAME: Stevens Point	
REP. TERRITORY: 29	DRAWN BY: CMG
SCALE: 1:25	DATE: 01/27/11
DRAWING NUMBER: C7040-DWG08	
REP: Illuminate, Inc.	
REV: A	PCN: 11-001
BY: .	DATE: .

PLEASE DO NOT
FEED WALLEROWL
Feeding Can Cause:
• Aggressive
• Overcrowding
• Disease
• Water pollution
• Death


WATER
N
sign
Concrete Bench
12' x 6' concrete
concrete Bench from Wausau Tile Approx. 700 lbs. 60" x 24" x 36"
PARKING

HOME » PRODUCTS » BENCHES & CHAIRS » **TF5064**

TF5064

Jump to Technical Information

Plain back style - easily customized with cast-in-place, silk-screened logos or plaques if you desire.

ITEM NUMBER:
TF5064

DIMENSIONS
60" x 24" x 36"

WEIGHT:
1200 lbs.

MATERIAL:
- Concrete

SHAPE:
- Rectangle

REINFORCEMENT:
Yes

BACK TYPE:
- With Back

ARM TYPE:
- With Arms

ANCHORING:
(4) 1/2" Dia. threaded inserts

AGREEMENT FOR ICE SKATE AND ICE SPORT RECREATION RENTALS AND CONCESSION SALES
GOERKE PARK ICE RINK AREA AND PARKER BUILDING

THIS AGREEMENT is made this ____ day of _____, 2021, by and between the City of Stevens Point, a municipal corporation with offices located at 2442 Sims Avenue, Stevens Point, Wisconsin (hereinafter referred to be as "City") and Northward Peddle and Paddle, with offices located at 711 East Grand Avenue, Wisconsin Rapids, WI 54494 (hereinafter referred to be as "Renter"). City and Renter are sometimes hereinafter jointly referred to as the "Parties".

WHEREAS, the City owns the Parker Building (2500 Main Street) located in Goerke Park, and

WHEREAS, the Renter is desirous of leasing the building to rent skates and sell concessions out of the building during the winter sport season, and

WHEREAS, the initial term of this agreement shall begin on the agreement date above and end on April 30, 2021. Either party may terminate the agreement by providing written notice to the other with a (90) ninety-day notice of termination.

NOW, THEREFORE, in consideration of the terms and covenants set forth herein, it is agreed as follows:

1. The City shall grant exclusive rights to operate the ice skate rentals and concession sales at the Parker Building in Goerke Park for the term of this agreement.

2. Winter sports season dates shall be as weather and ice conditions allow. Opening and closing dates shall be scheduled by mutual consent by Renter and City. Renter and City agree that mutual consent shall not be unreasonably denied once safe ice conditions are created.

3. Renter shall staff the Parker Building and keep the restrooms and warming area open to the public at minimum Monday – Friday from 6 pm to 9 pm, Saturday from 12 pm to 8 pm and Sunday from 12 pm – 5 pm during winter sports season. Renter shall be permitted to be open longer within the confines of the City's park hours ordinance if desired.

4. Renter shall monitor the ice area grounds, clean up trash and refuse and place in correct containers, provide first aid and enforce all rules and regulations of the Goerke hockey and figure skating area during public hours. Renter shall also be present to answer questions and be a first point of contact for ice rink users.

DRAFT

5. The Renter shall provide the rental and/or purchase of ice skates, hockey sticks, hockey pucks, and other ice skating and sports related recreation equipment. Additionally, the Renter shall sell concession items including but not limited to hot chocolate, coffee, hot dogs, nachos, walking tacos, and other goods in compliance with their County concession vending permit. If the Renter wishes to expand the items offered for rent or sale, the Renter shall submit a request to the City for approval prior to being authorized to rent or sell within the Parker Building in Goerke Park.

6. Renter shall be permitted to use one adjacent room area within the Parker Building to host birthday parties and small events. The City shall decide which room may be used by Renter. The lobby of the parker building shall be available to the Renter at all times.

7. The Renter acknowledges that two restrooms are located within the Parker Building in Goerke Park that must remain open to the public seven (7) days per week during the winter sports season. Renter agrees to provide daily surface cleaning of restrooms which shall include complete pick up of trash and debris, clean up of spills, messes or other liquids on floors and surfaces daily, and surface cleaning as needed to maintain a safe, cleanly public restroom facility at the Parker Building.

8. The City shall provide deep cleaning of restrooms and building daily Monday – Friday. Deep cleaning shall include restocking of towels and toilet paper, scrubbing and mopping of toilets, sinks and floors. Additional cleaning can be done by request of Renter and with City and Renter mutual agreement.

9. The City shall provide all ice rink flooding, construction, maintenance, resurfacing, brooming and snow removal at no cost to Renter. These services shall be performed as needed Monday – Saturday. Only emergency maintenance activities shall be performed on Sundays by City. Emergency Repairs must be reported to Director of Parks, Recreation and Forestry upon discovery. Flooding, construction, maintenance, resurfacing, brooming and snow removal standards and level of care shall be determined by the City.

10. The Renter shall pay the City an annual minimum of $500 or 15% of all rental revenue and sales in Goerke Park, whichever is greater. Payment shall be made within thirty (30) days following the seasonal closure of the Winter Sports area for the year. Monthly financial statements showing deposits must accompany payment on the 1st of each month.

11. City shall pay all water and utility bills for the Parker Building and Goerke Park.

12. Renter shall have authorization to advertise and run theme days within the Goerke Ice Rinks. Examples of theme days are as follows: Skating and pictures

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with Santa, Skating around a Christmas Tree, etc. All theme days shall be within the confines of the skating areas and shall follow all rules and regulations of the City of Stevens Point. Any large events shall follow the standard special event process for the City of Stevens Point.

13. The Renter shall comply with all local and state regulations, ordinances, codes and laws, including but not limited to, park hours, Wisconsin Statutes, Wisconsin Administrative Code, OSHA requirements, local zoning, health, fire, safety and sales laws.

14. The Renter shall make no improvements, alterations, additions or changes to the premises except with the written approval of the City. Any approved improvements, alterations or additions shall be at the Renters expense.

15. The buildings are accepted in an "as is" condition and the City makes no promises nor commitments to refurbish or repair such buildings. The City is not responsible for providing any further utilities to the buildings and any such request for utilities by Renter shall be at Renter's expense.

16. The erection of signs and advertising or display materials relating to the Renter's business is not allowed unless authorized in writing by the City of Stevens Point. All signs, advertising or display materials and all publications, stationary, printed or promotional material and exhibits shall clearly identify the premises as property of the City of Stevens Point. The Director of Parks, Recreation and Forestry shall approve of placement of such banners or other signage submitted by the Renter.

17. The Renter shall comply with the current waste reduction, recycling and refuse disposal program. The Renter depending on volume may have to provide for the picking up or hauling away of refuse and recycle materials from the buildings. City shall provide standard refuse and recycle container removal with City provided carts.

18. The Renter shall keep the premises and surrounding grounds in a clean, neat and sanitary condition at all times. Temporary buildings and structures may be installed with prior written approval of the Director of Parks, Recreation and Forestry.

19. If the City determines the Renter's management or operation of the premises is unsatisfactory in any substantial respect or if the City determines the Renter has failed to comply with this Agreement, the City shall notify the Renter in writing of such deficient management or operation. Except in the case of possible danger to the health or safety of park visitors or employees of the Renter or park, the Renter shall have (72) seventy-two hours to cure the problem or justify an extension of time to the Park Commission. If the Renter fails to take appropriate action as determined by the City of Stevens Point within (72) seventy-two hours of being notified, the City may terminate this

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Agreement immediately by providing written notice of such termination to Renter. Upon termination of this Agreement, the rights of the Renter are forfeited, and the City of Stevens Point may immediately take possession of and operate the premises except for the Renter's personal property, which Renter shall have five (5) business days to recover from the premises.

20. The City may enter upon the premises at any time upon reasonable notice of a reason and for the purpose of inspection or making such repairs and improvements as the City deems necessary. The Renter shall not cause or allow any waste or nuisance upon the premises. The Renter shall maintain all properties that are subject to this Agreement, both real and personal, in their present condition (ordinary wear and tear expected), and shall maintain high standards of cleanliness and sanitation.

21. The Renter and City shall not create any lien, security interest, nor assign, sublease or otherwise transfer this Agreement or mortgage or pledge rights under it except with written City approval.

22. The Renter shall be an independent business and not an employee or agent of the City of Stevens Point. The Renter shall post a sign no smaller than (8) eight inches by (11) eleven inches in size stating that the Renter is an independent business, operating the premises under agreement with the City of Stevens Point.

23. If the premises or any part of its destroyed or damaged by wind, water, or fire by a human or a natural cause so as to make it necessary to rebuild, restore, replace or substantially repair the premises or any part of it, the Renter agrees that the City need not rebuild, restore, replace or substantially repair the premises.

Insurance

1. The Renter shall purchase General Liability Coverage listing the "City of Stevens Point" as additionally insured. The Renter shall supply the certificate of insurance to the City at start of this agreement term above and maintain coverage for the duration of this agreement. Minimum limits for the insurance coverage shall be as follows:

    a. Commercial General Liability
    Minimum Limits
    $1,000,000 General Aggregate – per project
    $1,000,000 Products & Completed Operations
    $1,000,000 Personal & Advertising Injury
    $1,000,000 Each Occurrence Limit

    b. Claims made form of coverage is not acceptable.

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c. Insurance must include:
    i. Premises and Operations Liability
    ii. Contractual Liability including coverage for the joint negligence of the City of Stevens Point, its officers, council members, agents, employees, authorized volunteers and the named insured.
    iii. Personal Injury
    iv. Explosion, collapse, and underground coverage
    v. Products/completed operations
    vi. <u>The general aggregate must apply separately for each location on the lease.</u>

2. If Renter will be using vehicles for business operations within premises, proof of business automobile coverage shall be required with the following minimum limits:
    a. Limits - $250,000 each person/$500,000 each accident for Bodily Injury and $100,000 for Property Damage.
    Or
    b. $500,000 Combined Single Limit for Bodily Injury and property damage each accident.

3. Wisconsin Compensation and Employers Liability
    a. Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:
        i. $100,000 Each Accident
        ii. $500,000 Disease Policy Limit
        iii. $100,000 Disease – Each Employee
4. Liquor Liability
    a. If Renter sells alcoholic beverages then liquor liability with the following limit and coverage must be carried:
        i. Limits - $500,000 each occurrence/$500,000 aggregate.
5. Additional Provisions
    a. City shall be listed as Additional Insured – On the general liability coverage, business automobile coverage and liquor liability. City of Stevens Point, and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insureds.
    b. Endorsement- The Additional Insured Policy endorsement must accompany the Certificate of Insurance and be provided by the date of this agreement.
    c. Certificates of Insurance – A copy of the Certificate of Insurance must be on file with the City Clerk.

This Agreement, together with any specifications and referenced parts and attachments, shall constitute the entire Agreement and all prior agreements are herby superseded. Any contractual revisions including cost adjustments and time extensions

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must be made by an amendment to this Agreement or other written documentation, signed by both parties in advance of the effective date. The Renter shall notify its insurance company and its surety, if any, of any amendment.

Other items of mutual agreement may be written and attached to be made part of this agreement.

Indemnify, Defend, Hold Harmless

The Renter shall indemnify and hold harmless the City and its employees, and the City of Stevens Point and its members against any cause of action, claim, damage, cost or expense, including reasonable attorney's fees, arising from the management or operation of the premises or from any breach or default by the Renter in the performance of this Agreement or from any negligence of the Renter at the premises. In case any action or proceeding is brought against the City of Stevens Point by reason of any such cause of action or claim, the Renter upon notice from the City or City of Stevens Point, shall defend the City of Stevens Point by counsel reasonably satisfactory to the City of Stevens Point.

The undersigned representatives certify that they are authorized to make, execute and deliver the Maintenance Agreement.

CITY OF STEVENS POINT	NORTHWARD PEDDLE AND PADDLE
By:_____	By:_____
Name: Dan Kremer	Name:
Its: Director of Parks, Rec, Forestry	Its:
Date:	Date:

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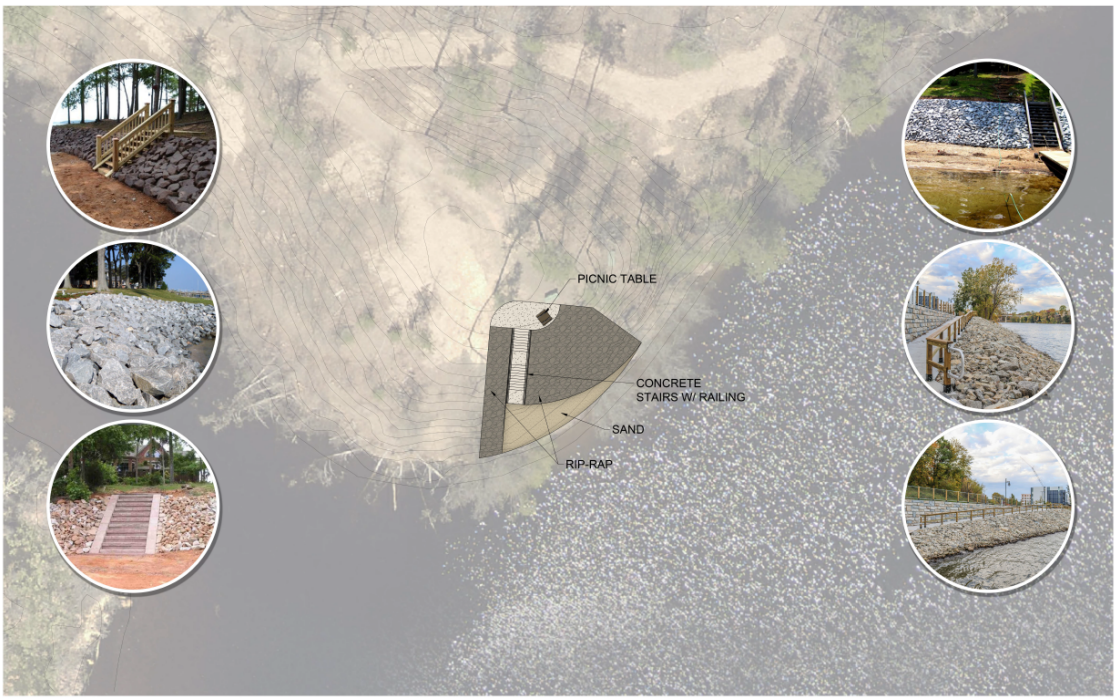

CITY OF STEVENS POINT

KOZICZKOWSKI PARK ACCESS POINT RENOVATION PROJECT ▪
3433 MINNESOTA AVE, STEVENS POINT, WI 54481

0' 10' 20' 30'

REETLER CORP. PROJECT # ▪ 20.039
DATE ▪ 03.11.21

RETTLER corporation

▪ 3017 BUSINESS PARK DRIVE, STEVENS POINT, WI 54482
▪ TELEPHONE ▪ 715 - 341 - 2655 FAX ▪ 715 - 341 - 2651
▪ EMAIL ▪ INFO @ RETTLER.COM, WEBSITE ▪ WWW.RETTLER.COM

CITY OF STEVENS POINT

BUKOLT PARK BEACH RENOVATION PROJECT ▪ CONCEPT 1
3433 MINNESOTA AVE, STEVENS POINT, WI 54481

0' 20' 40' 60'
RETTLER CORP. PROJECT # ▪ 20.039
DATE ▪ 05.17.21

RETTLER corporation
▪ 3317 BUSINESS PARK DRIVE, STEVENS POINT, WI 54482
▪ TELEPHONE ▪ 715 - 341 - 2633, FAX ▪ 715 - 341 - 0431
▪ EMAIL ▪ INFO @ RETTLER.COM, WEBSITE ▪ WWW.RETTLER.COM

CITY OF STEVENS POINT

BUKOLT PARK BEACH RENOVATION PROJECT ▪ CONCEPT 2
3433 MINNESOTA AVE, STEVENS POINT, WI 54481

0' 20' 40' 60'
RETTLER CORP. PROJECT # • 20.039
DATE • 05.17.21

RETTLER corporation
• 3317 BUSINESS PARK DRIVE, STEVENS POINT, WI 54482
• TELEPHONE • 715 - 341 - 2633, FAX • 715 - 341 - 0431
• EMAIL • INFO @ RETTLER.COM, WEBSITE • WWW.RETTLER.COM