

REGULAR MEETING
Board of Park Commissioners
June 1, 2022 - 6:30 PM
Community Room
933 Michigan Avenue, Stevens Point, WI

AGENDA

Discussion and Possible Action on:

1. Roll Call.
2. Approval of May 4, 2022 meeting minutes
3. Presentation and consideration of the donation agreement for the convent park parcel.
4. Proposal from the Boys and Girls Club to upgrade the courtyard between the Recreation Center and the Boys and Girls Club Building.
5. Request from the Mid-State Sisters of Skate to serve alcohol in the KB Willett Arena on July 16 and August 13 during their events.
6. Revision to Donald Copps Municipal Pool Rental Policy #1.04.
7. Director's Report
 1. Iverson Park restroom project
 2. Mead Park pickleball courts project
 3. Riverfront Rendezvous
8. 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. Presentation and consideration of the donation agreement for the convent park parcel.

Director Kernosky and the Sisters of Saint Joseph Convent Chapel will attend the meeting to seek approval of the donation agreement for the convent park parcel. The agreement draft is included within the meeting packet and provides details for the conditions in which the property is being deeded to the City as parkland.

The Parks, Recreation and Forestry Department staff have worked closely with Director Kernosky and his team to develop the agreement. The long-term goal for the Parks department is to acquire this property for our community to use as a park space. Staff supports the approval of the donation agreement.

4. Proposal from the Boys and Girls Club to upgrade the courtyard between the Recreation Center and the Boys and Girls Club building.

Peter Gebhardt from the Portage County Boys and Girls Club contacted staff with a plan for improvements to the courtyard between our two buildings. The Boys and Girls Club is currently utilizing this area for their programming in its current condition. The upgrades being proposed are depicted in the images included in the packet and include replacing the grass and dirt areas with concrete. This will allow some permanent equipment to be installed for their activities.

City staff reviewed the plan with Peter and requested that a fence be included to keep children from throwing things in the top of the rec office air conditioner. Additionally, staff requested that the expense to perform the improvements and maintain the improvements would need to be covered by the Boys and Girls Club. The last condition staff sought was that the City would still have access and the ability to utilize the courtyard whenever needed. The Boys and Girls Club have agreed to all conditions.

Staff recommendation is to approve the courtyard improvements with the following conditions:

- a. Any permitting that is required is received before the project begins
- b. The City maintains the right to utilize the courtyard when needed
- c. The Boys and Girls Club agree to pay for the improvements and maintain those improvements.

5. Request from the Mid-State Sisters of Skate to serve alcohol in the KB Willett Arena on July 16 and August 13 during their events.

A memo is included in your packet from the Mid-State Sisters of Skate detailing this request. This type of single events has been approved for others that were similar; the most recent examples include the Spud Bowl and Point Fastpitch tournament. Staff looks for direction from the Park Commission on weather to approve this request. If Park Commission approves, the request will need to go on to the Public Policy and General Government Committee for further consideration before it is officially approved.

6. Revision to the Donald Copps Municipal Pool Rental Policy #1.04

This policy was adopted by the City Park Commission on October 7, 2020. This item is back before the commission as updates are needed to more accurately reflect a few areas of how the department is operating and plans to operate in relation to the rental of the pool. Staff recommendation is to approve the updated policy as written.

REGULAR MEETING MINUTES

Board of Park Commissioners

May 4, 2022 - 6:30 PM

Community Room

933 Michigan Avenue, Stevens Point, WI

OR

[Zoom Teleconferencing](#)

Meeting ID: 873 3662 3945 | Passcode: 12345

By Computer: [Click Here](#)

By Phone: +1-312-626-6799 (US Chicago)

Discussion and Possible Action on:

1. Roll Call.

Present: Bob Freckman, Mike Glodosky, Sue Hall, Alder Ginger Keymer, Matt Kirsch, Liz McDonald, John Okonek, Shaun Przybylski, Alder David Shorr, Wayne Sorenson, Alder Mykeerah Zarazua.

Also Present: Director Kremer, Todd Ernster, Scott Halvorsen, Anne Hylla, Archie Sawyer

2. Approval of April 6, 2022 meeting minutes

Motion by Okonek to approve the meeting minutes, second by Hall; motion passed 11-0.

3. Election of Chairperson and Vice Chairperson

Motion to approve the nomination of Wayne Sorenson for Chairperson by Sue Hall by Shorr, second by Przybylski. Motion to approve the nomination of Liz McDonald for Vice Chairperson by Sue Hall by Glodosky, second by Sorenson. Motions passed 11-0.

4. Request from Point Fastpitch to serve alcoholic beverages during a youth softball tournament within Goerke Park.

Motion to recommend approval as presented of the request by Point Fastpitch to be able to serve alcoholic beverages during a youth softball tournament within Goerke Park. Motion by Shorr, second by Kirsch; motion passed 11-0.

5. To award the Synthetic Turf Replacement Project for Community Stadium in Goerke Park to Sprinturf, LLC in the amount not to exceed \$739,546.18.

Motion to award the field contract as presented. Motion by Okonek, second by Glodosky; motion passed 11-0.

6. Division Reports:

Parks

Recreation

Forestry

7. Director's Report

- A. KB Willett Roof Update**
- B. Bandshell Repairs Update**
- C. Goerke Park Improvements Update**
- D. Comprehensive Outdoor Recreation Plan Update**
- E. Grant Updates**

8. Adjournment.

Motion to adjourn by Okonek, second by Hall; motion passed 11-0. The meeting adjourned at 7:17 pm.

Park Parcel Donation Agreement

Between



**Sisters of St. Joseph of the
Third Order of St. Francis**



GENERAL CAPITAL



Approved by City Council on:

Table of Contents

Article I. RECITALS	4
Article II. AGREEMENT.....	5
Section 2.01 Effective Date of Agreement.	5
Section 2.02 Deed and Transfer of Property.	5
Section 2.03 Acknowledgement of Dedication in Lieu of Park Fees.....	5
Section 2.04 Obligations of Developer and City	5
Section 2.05 Removal of Grotto.	6
Section 2.06 Naming of the Park Parcel.	6
Section 2.07 Improvements to Park Parcel.....	6
Article III. COVENANTS RUNNING WITH THE LAND	6
Section 3.01 Covenants Running with the Land.....	6
Article IV. REMEDIES	6
Section 4.01 Time of the Essence.	6
Section 4.02 Event of Default.	6
Section 4.03 Reimbursement.	7
Section 4.04 Interest.	7
Section 4.05 Remedies are Cumulative.	7
Section 4.06 Failure to Enforce Not Waiver.	7
Section 4.07 Mediation.	7
Article V. AMENDMENT	8
Section 5.01 Amendments to this Agreement.....	8
Article VI. WARRANTIES & REPRESENTATIONS	8
Section 6.01 Mutual Warranties and Representations.....	8
Article VII. MISCELLANEOUS PROVISIONS	8
Section 7.01 Execution in Multiple Counterparts.	8
Section 7.02 Construction.....	8
Section 7.03 Legal Relationship.	8
Section 7.04 Survival.	9
Section 7.05 No Waiver.	9
Section 7.06 Severability of Provisions.	9
Section 7.07 Law Governing.	9
Section 7.08 Notices and Demands.	9
Section 7.09 Force Majeure.	10
Section 7.10 Recording.....	10

Exhibit A – Legal Description-----	14
Exhibit B – 10-Minute Walk to a Park Campaign-----	15
Exhibit C – Site Plan and Example of Fencing Around Grotto-----	16
Exhibit D – Phase I Development -----	17
Exhibit E – Copy of Quit Claim Deed for Transfer of Park Parcel -----	18

DONATION AGREEMENT – THE GROVE PARK PARCEL

THIS DONATION AGREEMENT (“Agreement”), made as of the _____ day of _____, 2022, by and between the City of Stevens Point, Wisconsin (“City”), GenCap Danna Stevens Point 102, LLC, (“Developer”), and the Sisters of Saint Joseph, Third Order of Saint Francis (“Sisters”). Individually, each of the foregoing is a “Party” and collectively, they are “Parties”.

Article I. RECITALS

WHEREAS, the Sisters, Developer, and City have a desire to dedicate land for public park usage as part of redevelopment and repurposing of 1300 Maria Drive, Stevens Point, WI 54481, also known as “The Grove”, in order to fill a gap in the City’s 10-minute walk to a park campaign, as identified in EXHIBIT B of this agreement and as listed in the City’s Comprehensive Outdoor Recreation Plan; and,

WHEREAS, the Sisters own the land described as Lot 1 of Certified Survey Map #011637, recorded at the Portage County Register of Deeds as document #886781 (“Park Parcel”). Such land is 1.545 acres (67,307 square feet in size) and is located at the corner of Maria Drive and Prentice Street; and,

WHEREAS, the Sisters and the City intend for the Park Parcel to be donated to the City of Stevens Point and utilized as a City Park, subject to the terms and conditions of this Agreement; and,

WHEREAS, the Sisters, Developer, and City recognize that The Grove redevelopment project was awarded Federal and State Historic Tax Credits, which dictates structure regulations for a period of five (5) years after project completion; and,

WHEREAS, the Park Parcel includes a Religious Grotto (“Grotto”), considered a Contributing Structure to the historic nature of the property as outlined in the application for National Register of Historic Places and Historic Tax Credit applications; and,

WHEREAS, as part of the Amended Development Agreement, Article IV, Section 4.1(7)(h) (Portage County Register of Deeds Document #885846), the Developer “shall, within 30 days of closing on the property, prepare a Certified Survey Map creating a new lot of 1.72 acres in the southeast corner of the property. Said lot shall be sold to the City for consideration of \$1.00 and be utilized for public park purposes;” and,

WHEREAS, the Sisters, the Developer, and the City recognize the reduced acreage of the Park Parcel (1.517 acres vs. 1.72 acres) and the donation of the Park Parcel as satisfying the aforementioned Development Agreement conditions; and,

WHEREAS, the Sisters, the Developer, and the City have no desire to retain the Grotto longer than minimally required for retention of National Register of Historic Places determination and Historic Tax Credits.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and the following promises and mutual obligations of the Parties hereto, the Parties does hereby covenant and agree, as follows:

Article II. AGREEMENT

Section 2.01 Effective Date of Agreement.

- (a) This Agreement shall become effective on the signature date.

Section 2.02 Deed and Transfer of Property.

- (a) Sisters shall execute a quitclaim deed conveying the Park Parcel to the City as legally described in EXHIBIT A of this agreement. Such deed shall be recorded with the Portage County Register of Deeds within thirty (30) days of the Effective Date of this Agreement. Such quitclaim deed is attached as EXHIBIT E attached hereto.

Section 2.03 Acknowledgement of Dedication in Lieu of Park Fees.

- (a) The City acknowledges and agrees to the dedication of the Park Parcel in lieu of the implementation of park impact fees, consistent with City of Stevens Point Revised Municipal Code Chapter 20.08(2). The Developer shall have no other park fees imposed upon them for the redevelopment and adaptation of the property at 1300 Maria Drive, as identified in EXHIBIT D.

Section 2.04 Obligations of Developer and City .

(a) Developer Obligations

- (i) Developer agrees to install a split-rail fence around the Grotto within 30 days of the Execution of this Agreement. Split-rail fence shall be well maintained until such time the Grotto is removed consistent with Section 2.05 of this agreement. Such placement and example of split-rail fencing is further outlined in EXHIBIT C of this agreement.
- (ii) Developer agrees to work collaboratively with the City and the Sisters on the design, information, installation, and maintenance of interpretive signage to be placed throughout the Park Parcel discussing the history of the site and the Grotto.

(b) City Obligations

- (i) City agrees to maintain the Park Parcel to the industry's best management practices and further agrees to operate the Park Parcel as a public park in perpetuity.

Section 2.05 Removal of Grotto.

- (a) The City, the Sisters, and the Developer will not remove the Grotto within five (5) years of the completion of the redevelopment and reuse of the property at 1300 Maria Drive, or until such time the Historic Tax Credits expire.
- (b) At such time the Grotto can be removed, Developer agrees to cover the costs to remove the Grotto. The City will invoice the Developer the total costs to remove the Grotto. The Developer shall pay said invoice within 30 days from the date of the invoice.

Section 2.06 Naming of the Park Parcel.

- (a) The City shall work with the Sisters on dedicating a name of the Park Parcel.

Section 2.07 Improvements to Park Parcel

- (a) The City, Sisters, and Developer recognize that the City will make improvements to the Park Parcel. Said improvements may include, but are not limited to, playground equipment, pathways, picnic tables, lighting, and fencing. The Parties recognize that improvements to the Park Parcel will occur as funding is available and will be done after review by the City Park Commission and the Common Council of the City of Stevens Point.

Article III. COVENANTS RUNNING WITH THE LAND

Section 3.01 Covenants Running with the Land.

- (a) This Agreement constitutes the entire Agreement between the Parties, and all provisions of this Agreement shall be deemed to be covenants running with the land described on Exhibit A.

Article IV. REMEDIES

Section 4.01 Time of the Essence.

- (a) Time is of the essence as to all dates under this Agreement.

Section 4.02 Event of Default.

- (a) In the event any Party defaults under this Agreement, which default is not cured within thirty (30) days after written notice thereof to the defaulting Party or within such extended period required to cure the default, provided cure efforts are undertaken in good faith within the thirty (30) period and the defaulting Party is diligently pursuing such cure, the nondefaulting Party shall have all rights and remedies available under law or equity with respect to the default, except as otherwise set forth in this Agreement. In the event of any default by any Party in making a payment required to another Party, the cure period for such monetary default shall be ten days after delivery of notice thereof. In addition, and without limitation, any of the Parties shall have the following specific rights and remedies following such notice and failure to cure:

1. Injunctive relief,
2. Action for specific performance; and
3. Action for money damages.

Notwithstanding the foregoing, in no event may City exercise or seek any rights of injunction or specific performance for Developer's failure to commence the Project.

Section 4.03 Reimbursement.

- (a) Any amounts expended by the nondefaulting Party in enforcing this Agreement including reasonable attorneys' fees, together with interest provided for below, shall be reimbursed or paid to the nondefaulting Party which prevails in any such enforcement.

Section 4.04 Interest.

- (a) Interest shall accrue on all amounts required to be reimbursed by the defaulting Party to the nondefaulting Party at the Prime Rate as established from time to time by Citibank, N.A. plus two percent (2%) per annum, from the date of payment by the nondefaulting Party until the date reimbursed in full with accrued interest.

Section 4.05 Remedies are Cumulative.

- (a) Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

Section 4.06 Failure to Enforce Not Waiver.

- (a) Failure to enforce any provision contained herein shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default.

Section 4.07 Mediation.

- (a) Prior to litigation, and as a condition precedent to bringing litigation, any Party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The Parties shall agree upon a mediator and if they fail to do so within 30 days of the request for mediation; either Party may apply to Portage County Circuit Court, for the designation of a mediator. In the event the Parties do not accept the mediator's recommendation, the aggrieved Party may then commence an action. However, the Parties shall participate in alternative dispute resolution, if ordered by the Court.

Article V. AMENDMENT

Section 5.01 Amendments to this Agreement.

- (a) This Agreement may be rescinded, modified or amended, in whole or in part, only by mutual agreement of the Parties hereto, or their successors and/or assigns, in writing signed by all Parties.

Article VI. WARRANTIES & REPRESENTATIONS

Section 6.01 Mutual Warranties and Representations.

- (a) Each Party has made and does hereby make the following representations and warranties to the other Parties, which shall be true as of the Effective Date as if such warranties and representations were made at such time:
 - (i) Each Party represents and warrants that it has the power, authority, and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by such Party, as the case may be, under this agreement.
 - (ii) Each Party represents and warrants that it is empowered and authorized to execute and deliver this Agreement and any other agreements and documents, if any, required hereunder to be executed and delivered by such Party. This Agreement has been and each such document at the time it is executed and delivered will be duly executed and delivered on behalf of each Party. When executed and delivered all such agreements shall constitute a legal, valid, and binding obligation of each Party enforceable in accordance with its terms.

Article VII. MISCELLANEOUS PROVISIONS

Section 7.01 Execution in Multiple Counterparts.

- (a) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 7.02 Construction.

- (a) The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 7.03 Legal Relationship.

- (a) Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

Section 7.04 Survival.

- (a) All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

Section 7.05 No Waiver.

- (a) The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

Section 7.06 Severability of Provisions.

- (a) If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

Section 7.07 Law Governing.

- (a) This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin.

Section 7.08 Notices and Demands.

- (a) Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (i) in the case of the Sisters is addressed to or delivered personally to:

Sisters of Saint Joseph, Third Order of Saint Francis

[address here]

- (ii) in the case of Developer is addressed to or delivered personally to:

GenCap Danna Stevens Point 102, LLC
6938 N. Santa Monica Blvd.
Fox Point, WI 53217

ATTN: David J. Weiss

- (b) in the case of City is addressed to or delivered personally to:

City of Stevens Point
1515 Strongs Ave.
Stevens Point, WI 54481
Attn: City Clerk

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 7.09 Force Majeure.

- (a) As used herein, the term “Force Majeure” shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by City with respect to obligations of City under this Agreement) alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 7.10 Recording.

- (a) The Parties shall execute, and City shall record in the Register of Deeds office for Portage County, a memorandum of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated.

**SISTERS OF SAINT JOSEPH, THIRD ORDER
OF SAINT FRANCIS**

Dated: _____ By: _____
Title: _____

STATE OF WISCONSIN)
) ss.
PORTAGE COUNTY)

Personally came before me this _____ day of _____, 2022, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of _____, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

GENCAP DANNA STEVENS POINT 102, LLC

Dated: _____ By: _____

Title: _____

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2022, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of _____, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

CITY OF STEVENS POINT, WISCONSIN

Dated: _____

By: _____

Name: _____

Title: _____

Dated: _____

By: _____

Name: _____

Title: _____

[illegible]

Personally came before me this ____ day of _____, 2022, the above-named _____, and _____, the City _____ and _____, respectively of the City of Stevens Point, a Wisconsin municipal corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same, as the act and deed of said municipality, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

Exhibit A – Legal Description

Lot 1 of Portage County Certified Survey Map Number 011637, located in Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 29, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin.

PID: 281-2408-29-2400-43

Exhibit B – 10-Minute Walk to a Park Campaign

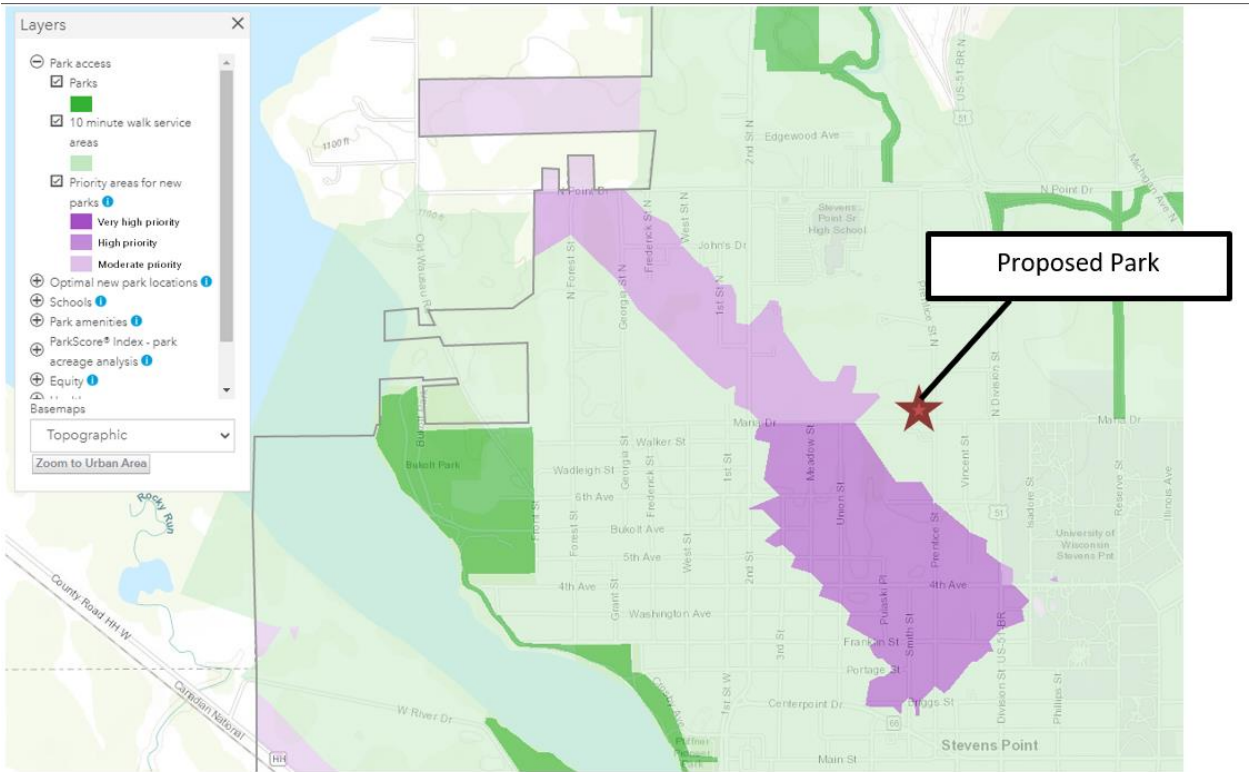


Exhibit C – Site Plan and Example of Fencing Around Grotto

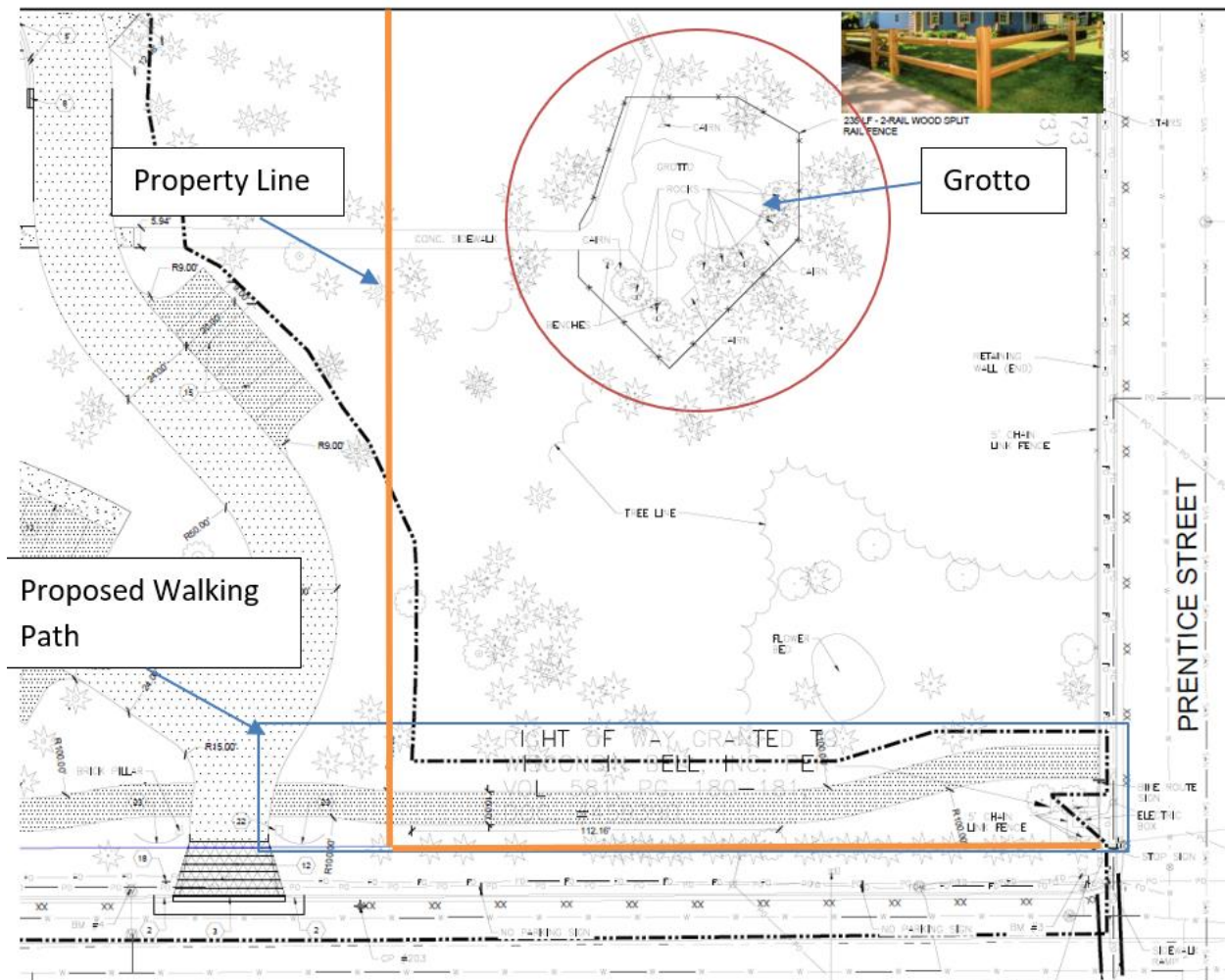


Exhibit D – Phase I Development

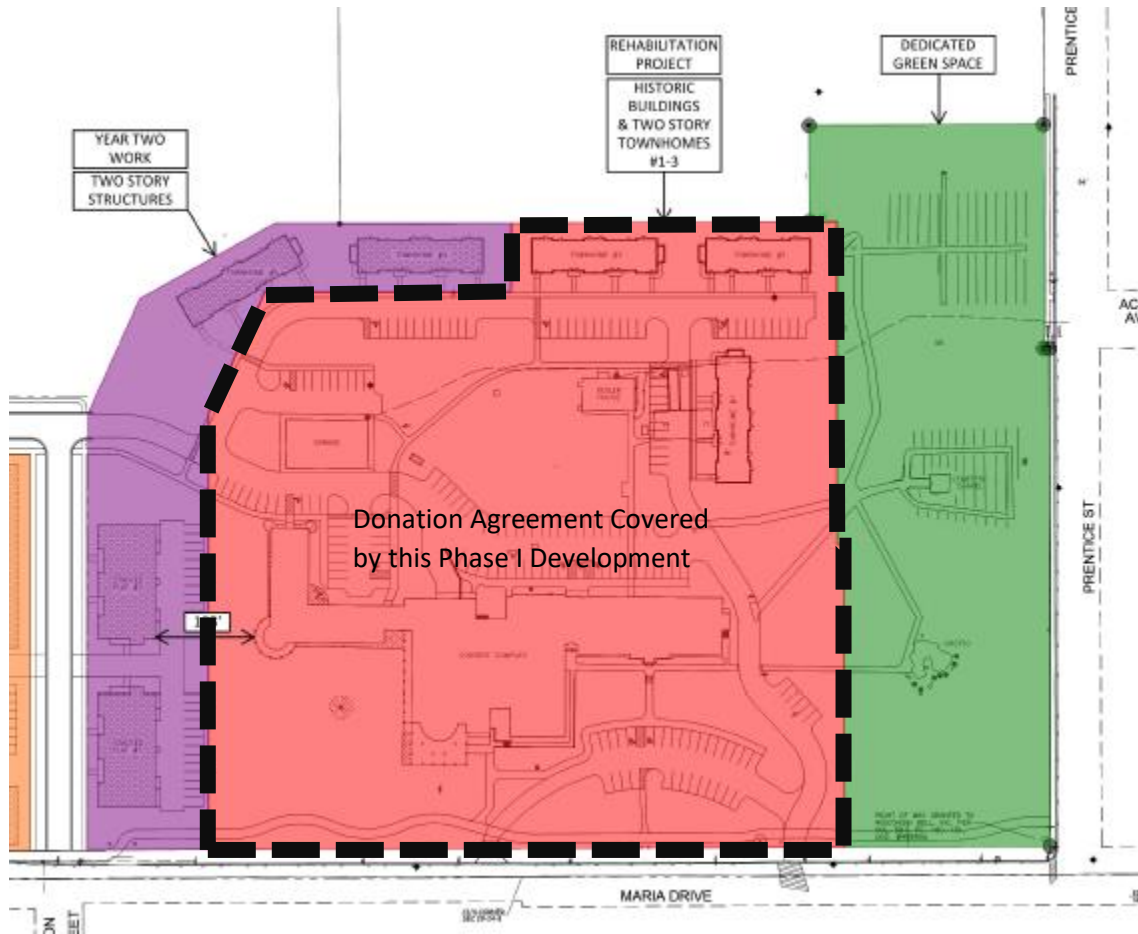
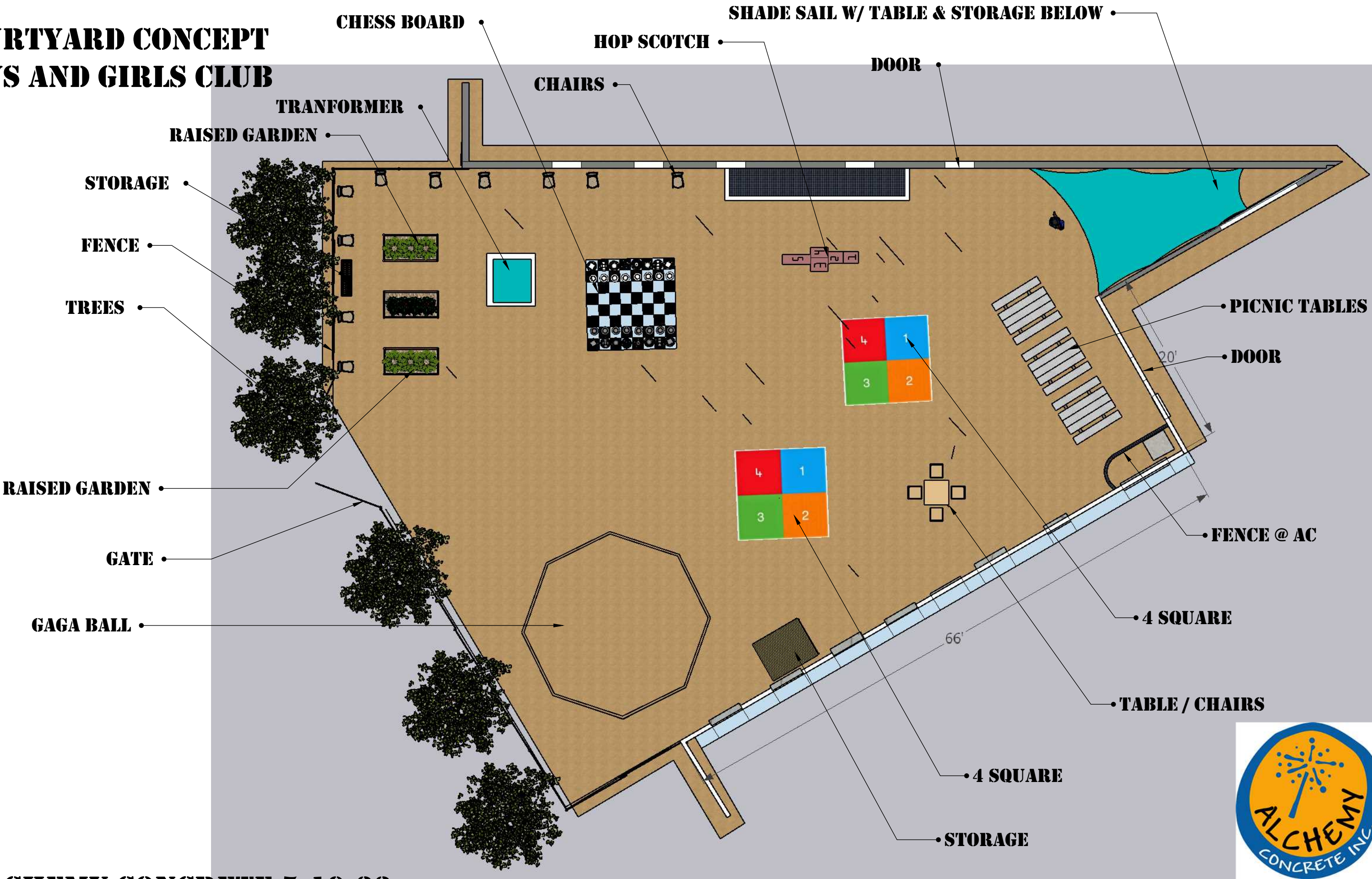


Exhibit E – Copy of Quit Claim Deed for Transfer of Park Parcel

**COURTYARD CONCEPT
BOYS AND GIRLS CLUB**



ALCHEMY CONCRETE 5.19.22

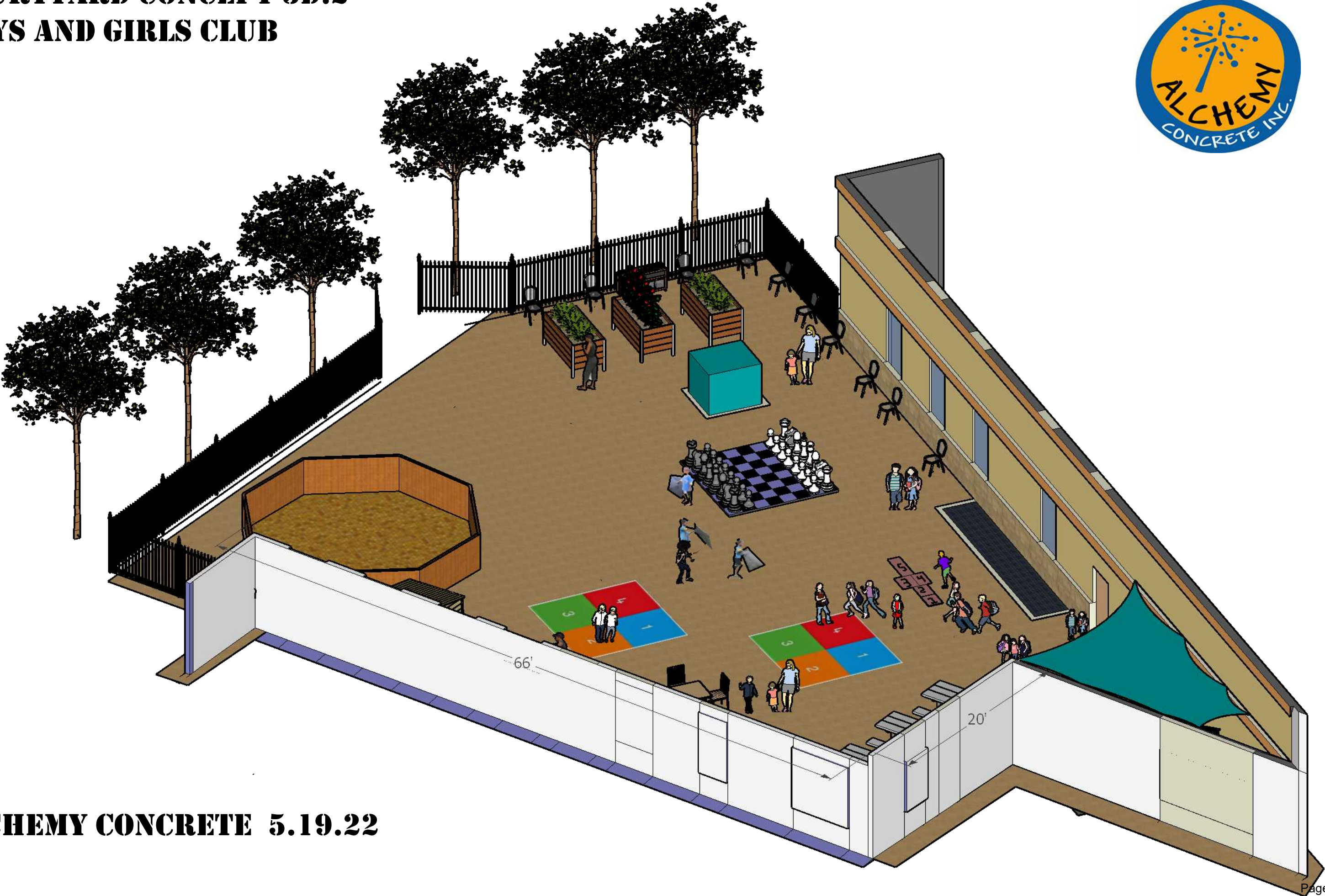


COURTYARD CONCEPT 3D:1
BOYS AND GIRLS CLUB



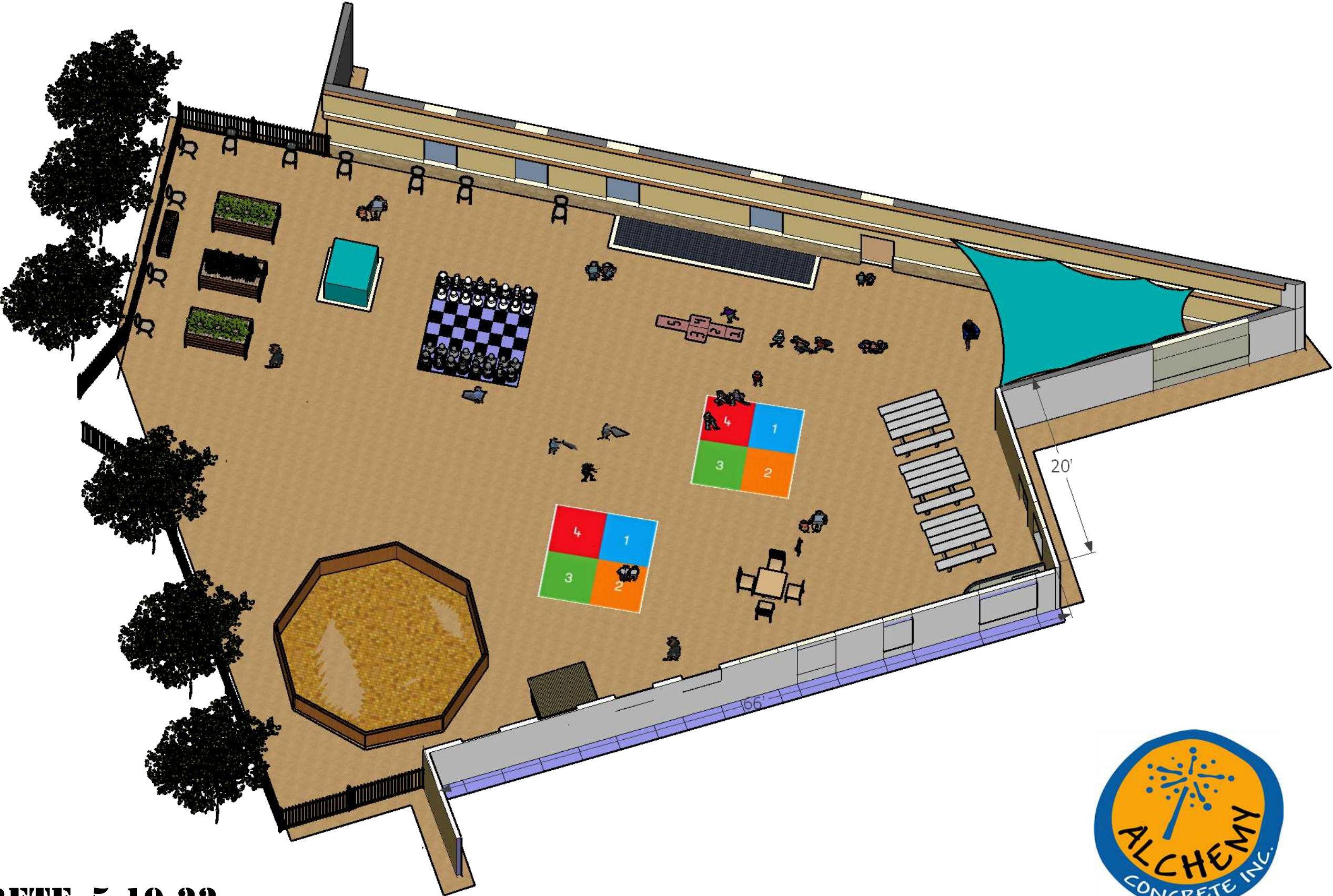
ALCHEMY CONCRETE 5.19.22

COURTYARD CONCEPT 3D:2
BOYS AND GIRLS CLUB



ALCHEMY CONCRETE 5.19.22

COURTYARD CONCEPT 3D:3
BOYS AND GIRLS CLUB



ALCHEMY CONCRETE 5.19.22





Memorandum to: Stevens Point Board of Park Commissioners

From: Mid-State Sisters of Skate Roller Derby
P.O Box 728
Stevens Point, WI 54482

Subject: Request to serve alcoholic beverages during our roller derby bouts/games at the KB Willett Arena within Goerke Park.

The Mid-State Sisters of Skate Roller Derby League is requesting approval to sell beer at the KB Willett Arena, located in the Goerke Park facility, during our two roller derby games on July 16, 2022 and August 13, 2022.

Details of sales are as follows:

- Beer sales would be available between the hours of 5pm -8pm on those days.
- We would always have a licensed operator serving during these hours or directly supervising other servers.
- All servers of alcohol would be over the age of 21.
- IDs will be checked at the door and wristbands will be provided to the consumer.
- Consumers will be required to wear the wristband while in the arena.
- We will have a designated table separate from food where we will have coolers with ice and signage displayed with costs as well as our license displayed.
- Alcoholic beverages will not be allowed to leave the venue.

If this request was to be approved, we would then move on to Public Policy and General Government and the Common Council for final approval.

Additional information:

The Mid-State Sisters of Skate Roller Derby League was founded in 2010 with the mission to empower and foster the personal growth of individuals through the sport of roller derby, volunteerism, and service in the Central Wisconsin community. Our league is based out of Stevens Point, however we practice and play around the Central Wisconsin area including Wausau, Arnott, Wisconsin Rapids, and Marshfield. We are current members of the Women's Flat Track Derby Association which governs roller derby play locally, nationally, and internationally. You can also learn more about us by visiting www.midstatesos.org or on FB and Instagram.

Point of contact: games@midstatesos.org-Amanda Heineck



Stevens Point Parks, Recreation and Forestry Policies and Procedures	
Policy #: 1.04	Effective Date: October 19, 2020
Subject: Donald Copps Municipal Pool Rental Policy	
Purpose: To provide efficient operation of Donald Copps Municipal Pool Rentals.	

All rentals/leases/reservations of Stevens Point Parks, Recreation and Forestry (PRF) municipal pool spaces are subject to the following provisions.

1. Fees and Reservations

- Donald Copps will start accepting rental requests will start on May 1st
- All Pool rentals shall be paid in full at time reservation is made to secure the facility or space for single day rentals. Does not include reoccurring users.
- Pool rentals and special event rentals may receive a waiver of this provision of the policy if renter is using locations on reoccurring basis throughout a designated amount of time. PRF and Renter shall mutually agree on payment terms in these instances. (e.g. leagues, multi-day athletic field rentals, multi-day celebration special event, ice time rental, etc.)
- A notice of ~~5~~ 7 days is required prior to the scheduled date of the pool rental.

2. Fee Waivers

- Fees may be waived for other Stevens Point City Departments, committees, or City of Stevens Point business.
- Fees may be waived for PRF related friends' groups or not-for profit civic minded groups such as Green Circle Trail Committee, Sculpture Park Committee, or similar group.
- Fees may be waived for groups or organizations who are meeting to advance purposes or provide a contribution to PRF event, project or program or volunteer groups who are providing labor force for PRF events, projects or programs.
- Director of Parks, Recreation and Forestry (Director) shall determine eligibility of fee waivers. A written request must be submitted to Director with fee waiver request details and the Director shall respond within thirty (30) days in writing with a determination.
 - Appeals of Director's decision may be requested in writing to the Park Commission within ten (10) days of Director's decision.

3. Cancellations



- a. Cancellations may be submitted in person, by phone or in writing through the Willett Office at 1000 Minnesota Ave.
- b. Cancellations made fourteen (14) days or more in advance of rental date shall be eligible for a refund of rental fee paid minus a \$25.00 cancellation fee.
- c. Cancellations made seven (7) to thirteen (13) days in advance shall be eligible for a 50% refund of rental fee paid minus a \$25.00 cancellation fee.
- d. Cancellations made less than seven (7) days in advance of rental date shall not be eligible for a refund. Renter shall only be able to reschedule reservation for a future available date.
- e. Pool Rentals ~~may be canceled~~ due to weather-related circumstances **by staff (not renter)** and will not be subject to the cancellation fees, but renter may reschedule to another open date during the current season. **If no reschedule date can be found, rental shall be eligible for a refund of rental fee paid less credit card fee.**
- ~~f. If a party is canceled due to weather no refund would be given, party can be rescheduled.~~
- g. Regular user groups with multiple scheduled dates may be excluded to the above fees if deemed appropriate by Facility Supervisor/ Director.
- h. Facility Cancellation of Programming shall be done as deemed necessary by Facility Supervisors and/ or Parks Director.

4. Refunds

- a. All refunds resulting from cancellation by renter shall be charged a \$25.00 cancellation fee.
- b. Refunds shall be issued via check from the City of Stevens Point Treasurer's office. Refunds may take up to thirty (30) days to be issued from request date.
- c. When possible, refunds shall be issued via credit card. Credit card refunds will be susceptible to processing/transaction fees required by the payment vendor in addition to the \$25.00 fee listed above.

~~5. Security Deposits (if applicable)~~

- ~~a. Security deposits are required on select facilities~~
- ~~b. Security deposits shall be set by location and listed on rental contracts.~~
- ~~c. Security deposits are required to be submitted in cash or check.~~
- ~~d. Security deposits collected via credit card will be subject to processing/transaction fees required by the payment processor/vendor.~~
- ~~e. Security deposits are completely separate from payment of the rental fee and are fully refundable if the following criteria are met:~~
 - ~~• Fully adhering to any/all of the rules and regulations~~
 - ~~• There is no damage resulting from your use~~
 - ~~• There is no additional staff time required after Rental~~



6. Damage

- a. PRF reserves the right to charge renter for any additional costs (e.g. damage, cleaning, materials, etc.) that are determined to be the fault of the renter or renter's agent and/or guests. Any additional costs are due within thirty (30) days of invoice.

7. Smoking/Vaping

- a. Smoking/**vaping** is not allowed in any City facility. Smoking/**vaping** is permitted on the grounds outside of any City facility. Smoking waste shall be discarded appropriately.

8. Cleanup

- a. All tape, decorations, signs, etc. must be removed and disposed of.
- ~~b. All lights must be turned off after event.~~
- ~~c. Renters shall wipe down tables, chairs, counters sinks and other surfaces.~~
- d. Renters shall leave facility after rental in the same condition they started rental in.
- e. All refuse must be put into designated garbage or recycling bins at facility.
- ~~f. All garbage, debris, supplies, etc. must be picked up outside and near buildings and emptied into refuse containers.~~

9. Alcohol

- a. No alcohol possession or consumption shall be allowed at the Donald **Copps** Municipal Pool.

10. Lost and Found

- a. Lost and found items will be placed in the lost and found bin table in the lobby of the Donald Copps Pool.
- b. The Pool will not be responsible for Lost and Found items not picked up by owner.

11. Music

- a. ~~No music allowed during pool rentals~~ **Renter may bring their own music to play. Staff will advise the appropriate noise level.**

12. Glass

- a. No glass of any type is allowed in pool facility

13. Food and Beverage

- a. All Food and Beverages must be kept in designated concessions/eating areas.