

**REGULAR MEETING
Board of Park Commissioners
August 3, 2022 - 6:30 PM
Community Room
933 Michigan Avenue, Stevens Point, WI**

OR

[Zoom Teleconferencing](#)

Meeting ID: 829 8368 5902 | Passcode: 123456

By Computer: [Click to Connect](#)

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

**5:00 pm - Park tour begins at Community Stadium in Goerke Park.
(Tour route will begin at the north end of home bleachers along
Minnesota Avenue). The tour will include viewing of the turf project
and other improvements inside Goerke Park.**

AGENDA

Discussion and Possible Action on:

1. Roll Call.
2. Approval of July 6, 2022 meeting minutes
3. Approval of usage and financial agreements with UWSP, Stevens Point Area Public School District and the Pacelli Catholic Schools, Inc. for the Goerke Park improvement project, community stadium and the K.B. Willett Arena
4. Director's Report
 1. Iverson playground
 2. Pool season closes Sunday, August 14
 3. Pool replaster project update
5. 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.

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

Discussion and Possible Action on:

1. Roll Call.

Present: Bob Freckman, Sue Hall, Alder Ginger Keymer, Liz McDonald, John Okonek, Shaun Przybylski, Wayne Sorenson, Carie Winn, Alder Mykeerah Zarazua.

Excused: Mike Glodosky, Alder David Shorr

Also Present: Director Kremer, Steven McKay

2. Approval of June 1, 2022 meeting minutes

Motion by Keymar to approve the meeting minutes, second by Winn; motion passed 9-0.

3. Rejection of bid for Pfiffner Pioneer Park bandshell roof and site repair project.

Motion by Okonek to reject the bid for the Pfiffner Pioneer Park bandshell roof repair project as presented, second by Hall; motion passed 9-0.

4. Director's Report

1. 2022 Riverfront Rendezvous Recap

2. KB Willett Arena roof update

3. Community Stadium Improvements Update

5. Adjournment.

Motion to adjourn by McDonald, second by Hall; motion passed 9-0. The meeting adjourned at 6:56 pm

UW-Stevens Point and City of Stevens Point Facility Use Agreement

This Agreement (“Agreement”) is made by and between the City of Stevens Point, a Wisconsin Municipal Corporation with its offices at 1515 Strong's Avenue, Stevens Point, WI 54481 (the “City”) and the Board of Regents of the University of Wisconsin System, doing business as University of Wisconsin-Stevens Point, a Wisconsin collegiate education institution with its offices located at 2100 Main Street, Stevens Point, WI 54481 (the “UWSP”). Collectively these entities shall be referred to as the “Parties.”

RECITALS

WHEREAS, the City owns, controls and operates Goerke Park, Community Stadium, the KB Willett Ice Arena (collectively the “Premises”) and all other infrastructure and assets within these locations and facilities located at 1100 Minnesota Avenue which are used by UWSP Athletics; and

WHEREAS, the City and UWSP have worked together to fund improvements to athletic facilities existing upon the Premises; and

WHEREAS, UWSP is desirous of its athletics programs utilizing the facilities located upon the Premises for both practice and games;

NOW THEREFORE, the Parties agree as follows:

A. Operational and Capital Improvement Contributions. In consideration for the use of the Premises for the purposes described herein, UWSP shall pay to the City in accordance with the payment schedule listed below. City shall invoice UWSP July 1 and December 1 of each year and each invoice shall be for the amount indicated in the column labeled Bi-Annual Payment in the chart below.

<u>Begin Date</u>	<u>End Date</u>	<u>Operating Expenses</u>	<u>Capital Improvement Reserves</u>	<u>Total Payment</u>	<u>Bi-Annual Payment</u>
June 1, 2022	31-May-23	\$ 80,000	\$ 30,000	\$ 110,000	\$ 55,000
June 1, 2023	31-May-24	\$ 82,000	\$ 30,000	\$ 112,000	\$ 56,000
June 1, 2024	31-May-25	\$ 84,050	\$ 30,000	\$ 114,050	\$ 57,025
June 1, 2025	31-May-26	\$ 86,151	\$ 30,000	\$ 116,151	\$ 58,076
June 1, 2026	31-May-27	\$ 88,305	\$ 30,000	\$ 118,305	\$ 59,153
June 1, 2027	31-May-28	\$ 90,513	\$ 30,000	\$ 120,513	\$ 60,256
June 1, 2028	31-May-29	\$ 92,775	\$ 30,000	\$ 122,775	\$ 61,388
June 1, 2029	31-May-30	\$ 95,095	\$ 30,000	\$ 125,095	\$ 62,547
June 1, 2030	31-May-31	\$ 97,472	\$ 30,000	\$ 127,472	\$ 63,736
June 1, 2031	31-May-32	\$ 99,909	\$ 30,000	\$ 129,909	\$ 64,955
June 1, 2032	31-May-33	\$ 102,407	\$ 30,000	\$ 132,407	\$ 66,203
June 1, 2033	31-May-34	\$ 104,967	\$ 30,000	\$ 134,967	\$ 67,483
June 1, 2034	31-May-35	\$ 107,591	\$ 30,000	\$ 137,591	\$ 68,796
June 1, 2035	31-May-36	\$ 110,281	\$ 30,000	\$ 140,281	\$ 70,140
June 1, 2036	31-May-37	\$ 113,038	\$ 30,000	\$ 143,038	\$ 71,519

1. Renewal Option

- a. Following the initial 10 years of the agreement (May 2032) and every five years thereafter, UWSP shall have the ability to renew this Agreement for successive five-

year extensions under the same terms and conditions as contained herein. The annual pledge payment amounts shall be recalculated to include a 2.5% annual inflationary increase at the times of the term extensions.

- b. Termination: Termination for Convenience: The City and UWSP must provide each other a minimum of five (5) year notice of termination in writing. Should UWSP initiate and proceed with termination of this agreement prior to 2037, UWSP shall be responsible for an early termination fee of \$30,000 per year for all years subsequent of the effective date of termination until 2037 (e.g. if UWSP terminated agreement in 2034, the early termination fee would be \$120,000; \$30,000 x 4 years)

2. Future Capital Projects Participation

- a. In exchange for the renewal option, UWSP agrees to participate in any and all approved upgrades to the Goerke Park complex at an amount not to exceed 15%, per project, of the project cost. Additional terms and conditions, and UWSP participation, of any future capital project will be determined at the time of the cost estimation of the project. This provision shall not obligate UWSP to participate in any future capital projects in any way. This provision allows UWSP the ability to participate if they so choose.

Any future project capital participation may be paid over a minimum of 10 years or the length of the City bonding period. If UWSP chooses not to participate in a future upgrade, a fee schedule shall be established for UWSP to use the completed upgrades.

B. Use of Premises, Use Period, Condition and Care of Premises.

1. UWSP may use the Premises for holding preseason, regular season and post season football practice and games (all levels) and preseason, regular season and postseason hockey practices and games (all levels, men's and women's) (collectively the "Events") for all years in which operational and capital payments are made ("Use Period").
2. UWSP shall make every effort to submit all football practices and game dates/time in compliance with the deadlines provided by the City. If UWSP is unable to provide football practices and game dates in compliance with the City deadlines, the City shall not be required to save or hold any dates and times for UWSP activities. The deadline for football practice and game date/time submissions shall be April 1 of each year, unless a new date is mutually agreed to by UWSP and City. UWSP shall adhere to the following scheduling priority for football activities.
 - i. City of Stevens Point Activities
 - ii. UWSP
 - iii. Stevens Point Area Public School District (odd years) and Pacelli Catholic Schools Inc. (even years)
 - iv. Youth Area Football
 - v. Youth Area Lacrosse
 - vi. YMCA
 - vii. Other groups who pledged for turf and improvements
 - viii. Other groups who did not pledge on a fee schedule basis

*All game schedules shall be given priority before practice schedules. (e.g. if UWSP requests practice on a Thursday afternoon and SPASH JV has a game on Thursday afternoon, the game shall be given first priority).

3. UWSP shall make every effort to submit all hockey practice and game dates/time in compliance with the deadlines provided by the City. If UWSP is unable to provide football practices and game dates in compliance with the City deadlines, the City shall not be required to save or hold any dates and times for UWSP activities. The deadline for hockey practice and game date/time submissions shall be April 1 of each year, unless a new date is mutually agreed to by UWSP and City. UWSP shall adhere to the following scheduling priority for hockey activities.
 - i. City of Stevens Point Activities
 - ii. UWSP
 - iii. Stevens Point Area Public School District (odd years) and Pacelli Catholic Schools Inc. (even years)
 - iv. Youth Area Football
 - v. Youth Area Lacrosse
 - vi. YMCA
 - vii. Other groups who pledged for turf and improvements
 - viii. Other groups who did not pledge on a fee schedule basis

*All UWSP ice practice times shall be scheduled Monday – Friday between the hours of 7 am and 3 pm. Weekend and after school practice times shall only be permitted when the ice schedule allows. A maximum of 5 hours of ice time is included within this agreement per day for practices. The 5-hour maximum does not apply for after school and weekend practice times.

* Game schedules shall be given priority before practice schedules.

4. City agrees to renovate locker rooms #3 and #4 to contain ADA accessible toilets and showers for the UWSP women's hockey team. City shall turn white box locker room with renovated restrooms and showers over to UWSP for remodeling. Remodeling plans shall be reviewed and approved by the City prior to completion. City agrees to provide \$100,000.00 (one-hundred thousand dollars) to UWSP to perform remodeling for the women's locker room. City and UWSP shall work together to determine the best method in which to perform the \$100,000 worth of upgrades. In the case of impasse on the method, the City shall have the final decision on the upgrade approvals.
5. All terms and conditions which exist for the men's locker room shall apply to the women's locker room upon completion. Those terms and conditions are outlined in Exhibit E.
6. UWSP acknowledges that it has inspected the Premises and that it is satisfied that the Premises have the capacity and capability to hold the Events.
7. UWSP, its employees, and its agents are responsible for the proper use and care, before, during and after the Events at the Premises. UWSP agrees to pay for the cost of any damage or repairs that may be necessitated as a result of the use of the Premises by UWSP. This includes, but is not limited to, damage to locker rooms, restrooms, fences and gates, track, high jump and long jump areas, press box, goal posts, bleachers, scoreboard, video board, turf field, ice rink, ice rink locker rooms, ice rink restrooms, trainer's room and team room.
8. UWSP shall neither sell nor give away any merchandise, food or concessions, nor shall UWSP bring upon premises glass bottles or containers, nor any alcoholic beverages of any kind, unless

first obtaining written permission from the City. UWSP shall pay to the City 10% of gross sales for all approved concession or merchandise items.

9. UWSP agrees to remove all of UWSP's property or other effects immediately after the Events' completion, unless prior approval is received. Any property that is left in, upon, or around the Premises by UWSP after a period of seven (7) days following the completion of the individual Event which utilized such property, shall be deemed abandoned and become the property of the City to be used or disposed of at the discretion of the City.
10. City shall have the right to manage, control, and enter the Premises at any time during the Use Period, as it deems reasonably necessary to enforce all rules and regulations and/or applicable law.
11. UWSP shall provide crowd control staff and such staff shall perform the following duties:
 - a. Report any consumption of alcohol on the Premises to the Stevens Point Police Department
 - b. Prohibit the use of tobacco products, vaping, or smoking upon the Premises
 - c. Keep aisles clear of objects and spectators
 - d. Prevent spectators from standing upon the bottom rail along the field-side edge of the bleachers or in front of the glass boards in the ice arena
 - e. Eject from the Premises any person who sits on the rail at the top of any bleachers
 - f. Stand on the track at the football field and/or above the bleachers for hockey and prevent spectators from entering the restricted areas.
12. UWSP is responsible for providing its own security for its Events and activities.
13. UWSP shall abide by all of the rules and regulations posted on signage throughout the Premises by the City.
14. City shall not be responsible for losses of any type, including but not limited to theft or disappearance of personal property, injury to UWSP or participants in the Events not due to negligence by the City, or monetary loss incurred by UWSP as a result of the Events.
15. All supervision necessary for the use of the Premises by UWSP shall be furnished by UWSP, together with all necessary protective equipment.
16. UWSP shall limit the number of spectators admitted into the Premises in accordance with the City's ordinances and Wisconsin State Statutes.
17. City retains the right to stop an individual Event prior to its completion if the City determines that continuing the Event would be unduly detrimental to the Premises.
18. In the event that UWSP or City fail to observe any terms and conditions of this agreement, disputes shall be handled in the following steps:
 - a. Step 1 – verbal notification from UWSP to City or City to UWSP stating term violated with a 10-day notice to correct
 - b. Step 2 – written notification from UWSP to City or City to UWSP stating term violated with 10-day notice to correct
 - c. Step 3 – Mediation
 - d. Step 4 – A mutually agreed upon form of binding alternative dispute resolution; or
 - e. Portage County Circuit Court

19. UWSP shall not remove any equipment belonging to the City from the Premises without written permission of the City.
20. UWSP shall not allow vehicles or trailers on the turf field surface unless equipped with low pressure turf tires which have been inspected and approved by City prior to their use.
21. UWSP users of the field are prohibited from the use/consumption of sunflower seeds, chewing gum, popcorn, hard candy, or other items upon the field that would be difficult to remove from the turf field fibers. UWSP users failing to comply with this paragraph shall compensate City for the staff time needed to remove such waste materials from the turf field.
22. Due to the potential for damage to the track surface, UWSP users shall only cross the track in designated covered areas
23. UWSP expressly waives any and all claims for compensation of any and all losses or damages sustained by reason of any interruption of the stadium lights or any utility services to the Premises.
24. UWSP shall have access to and use of the main press box during the Events. UWSP's access to and use of the portion of the press box which has been remodeled at UWSP's expense shall be determined at UWSP's discretion.
25. UWSP shall promptly clean any blood or bodily fluids on the turf field in accordance with the procedure contained in the National Safety Standards for Blood/Bodily Fluid Clean-up and any related manufacturer's recommendations.
26. When snow is on the track and turf, track and turf may only be used when City and UWSP mutually agree it is safe to do so. City shall not unreasonably deny field usage when snow is present. City shall be responsible for snow removal from turf. Snow removal shall be performed by City at no cost to UWSP.
27. In the event of unexpected emergency, staff shortage, equipment or facility failure during hockey Events, the City reserves the right to cancel an ice resurfacing before warm ups, between periods and after games until such emergency, staff shortage or equipment and facility failure can be corrected.

C. Appendix and Exhibits

1. A series of improvements has been agreed to by the City and UWSP. Those improvements have been outlined in a Letter of Understanding included as **Exhibit A**.
2. To expand sport offerings UWSP and the City have agreed to a UW-Stevens Point Synthetic Turf Usage and City of Stevens Point Partnership, included as **Exhibit B**.
3. To ensure efficient ice usage, **Exhibit C** provides a copy of the UWSP/City Ice Use Agreement.
4. UWSP shall adhere to the Willett Arena Building Regulations Pertaining to Contract Users contained in **Exhibit D**.
5. For historical context and specific terms and conditions of the men's and women's locker room upgrades, the KB Willett locker room agreement is attached as Exhibit E.
6. Exhibits A through E shall be incorporated into and made part of this Agreement.

D. Reciprocity

1. UWSP has granted the City and its designees reciprocity use, with no usage fees, of all turf athletic fields at UWSP for the life of this agreement and any future extensions to this agreement. The conditions of the reciprocity are included in Exhibit B. Lights and field use are included with no fees.

E. Chancellors Box

1. The City and UWSP have previously agreed to allow UWSP to perform upgrades to the City's press box (now referred to as the Chancellor's Box) inside of Community Stadium. The City and UWSP agree that the Chancellor's Box shall remain available to UWSP for all UWSP Events for the term of this agreement.
2. UWSP shall be responsible for all maintenance, repairs, upkeep, cleaning and ongoing expenses in relation to the inside of the Chancellor's Box.
3. City shall be responsible for the press box facility structure, electrical service, doorways and roof (everything but the components inside of the Chancellor's box and the upgrades inside the Chancellor's box performed by UWSP) and shall perform all repairs, upkeep, cleaning and ongoing expenses in relation to all areas outside of the Chancellor's Box and the press box as a whole, except as otherwise indicated in this Agreement.
4. City shall have the right to access, use and assign use of the Chancellor's Box as City deems necessary. City shall notify UWSP of chancellor's box use and perform all cleaning, trash removal and repairs to damage resulting from such use.
5. At time of the Chancellor's Box upgrades and at the time of this agreement, the rubber roof on the Chancellor's Box contained a water leak. The City has patched the water leak annually. City agrees to continue to patch the water leak annually until the time in which the City is able to budget and repair the water leak through the City's capital budget. The City shall not be responsible for expenses or repair costs for any damage inside of the Chancellor's Box resulting from water leaks.

F. Additional Provisions

1. **Force Majeure:** Neither party shall be liable for any failure to perform its obligations or for any interruptions to the use of the Premises or failure to hold the Events where such failure or interruption is caused by reason of fire, storm, explosion, strike, lockout, labor dispute, casualty, accident, lack of sources of supply, fuel supply, acts of God or of the public enemy, riots, interferences by civil or military authorities in compliance with the laws of the United States of America or the State of Wisconsin or the laws, orders, rules and regulations promulgated by any other governmental authority, or by reason of any other cause beyond such party's control.

In the case of a Force Majeure event, the City and UWSP agree that the operational pledge amounts for that year shall be reflective of actual use and to account for cancelled games and practices related to the Force Majeure. Force Majeure shall include but not be limited to, a pandemic and/or epidemic shall qualify as .

2. **Assignment:** This Agreement is non-negotiable to another party; and therefore, shall not be subleased or assigned by UWSP to any other party without first obtaining the prior written approval of the City. Any request by UWSP for such approval shall be submitted to the City in written form and written approval by the City shall be required before any such assignment or sublease is effective.

- 3. Indemnification:** To the extent consistent with Wisconsin law, and specifically Wis. Stats. §§895.46 and 893.82, UWSP and the City of Stevens Point shall each indemnify and hold each other harmless together with their respective directors, officers, agents or employees from and against all claims, suits, actions, damages, or causes of action arising during the terms of the Agreement for any personal injury, loss of life or damage to the property sustained by reason or as a result of the use of the Premises for the Events for which the Agreement is entered into and from and against any orders, judgments, or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses, and liabilities incurred in or by reason of the defense for any such claim, suit or action and the investigation thereof (collectively, the "Liabilities"), provided, that the foregoing shall not cover or be applicable to any Liabilities directly and solely caused by any act or omission by each party. This paragraph shall expressly include and the provisions of this paragraph shall apply to any use by UWSP of a scissor-lift, boom lift, portable tower, or other similar apparatus in or upon the Premises for any purpose whatsoever. Again, consistent with the aforementioned state laws, UWSP further indemnifies and holds the City harmless from and against any and all claims, losses or expenses that may arise in connection with the cancellation of the Events due to weather conditions. Nothing in this Agreement shall be deemed to affect the rights, privileges, limitations of liability, and immunities of the City and UWSP as are provided for by law. This provision shall survive the termination of this Agreement.
- 4. Compliance with Americans with Disabilities Act:** The UWSP understands that the City in providing the facilities does not act as the presenter or promoter of the Events. The City as the owner of the Premises will, to the extent required by law, be responsible for insuring that the Premises comply with applicable rules and regulations, including without limitation, the Americans with Disabilities Act. However, it shall be the UWSP's responsibility to ensure that any special assistive or other accommodations are provided for its disabled guests, invitees and employees of the Events.
- 5. Non-Discrimination:** UWSP represents to the City that UWSP does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with UWSP's use of the Premises or presentation of the Events on account of race, color, sex, religion, age, handicap or marital status. UWSP further covenants that no individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, sexual orientation, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination in connection with the use of the Premises under this Agreement.
- 6. Default:** If either party fails to comply with any material term or condition of this Agreement and/or fails to perform any of its obligations hereunder, then that party shall be in default. Upon the occurrence of a default hereunder which is not cured within (30) thirty business days after receipt of notice of default either in writing or via e-mail, the non-defaulting party, in addition to all remedies available to it by law, may immediately upon notice to the defaulting party in writing or via e-mail, terminate this Agreement. If UWSP is the defaulting party, all deposits, payments, advances, or other compensation paid by the UWSP to the City shall be forfeited and become the property of the City.
- 7. Insurance.** The University of Wisconsin-Stevens Point, an agency of the State of Wisconsin, provides liability coverage for its officers, agents, officials and employees consistent with Section

895.46(1) and 893.82 of the Wisconsin Statutes. UWSP's employees who participate in the activities resulting from this Agreement are employees of the State of Wisconsin. Although the liability coverage provided by the State of Wisconsin under Wis. Stats. Sec. 895.46(1) is self-funded, unlimited, and continuous, it is subject to the damage cap in Wis. Stats. Sec. 893.82(6). Such liability coverage includes, but is not limited to claims, demands, losses, costs, damages and expenses of every kind and description (including death), or damage to persons or property arising out of this Agreement and founded upon or growing out of the acts or omissions of any of the employees of UWSP while acting within the scope of their employment where protection is afforded by Sections 893.82 and 895.46(1) of the Wisconsin Statutes. UWSP shall provide a copy of its standard coverage letter to the City upon request

8. Governing Law: This Agreement shall be construed, interpreted, enforced and governed by and under the laws of the State of Wisconsin. Exclusive jurisdiction and venue of any actions arising out of or relating to or in any way connected with this Agreement shall be in Portage County, Wisconsin. UWSP shall abide by and comply with all applicable governmental (municipal, county, state, federal, WIAA or NCAA) laws, ordinances, codes, licensing requirements, rules and regulations in its use of the Premises, including regulations of the Stevens Point Department of Parks Recreation and Forestry, a copy of which can be viewed by UWSP on the City's website.

9. Notices: Any notices or communications sent pursuant to this Agreement shall be addressed as follows:

a. For City:

Mike Wiza, Mayor
City of Stevens Point
1515 Strongs Avenue, Stevens Point, WI 54481

b. For UWSP:

Dr. Thomas Gibson, Chancellor
The University of Wisconsin Stevens Point,
2100W Main Street, Room 041E Stevens Point, WI 54481

For City: _____ Date: _____

For UWSP: _____ Date: _____

Exhibit A

UWSP & City

Letter of Understanding

UWSP Partnership Benefits (Goerke)

- Upgraded thatched turf athletic field with shock pad (estimated minimum 15-year life). See rendering
- UWSP end zone brand recognition and centerfield logo. See rendering
- UWSP North ½ internal perimeter fence branding; to be approved by City
- Logo above team entrance player entrance door in new team room.
- UWSP branding on west room wall of team room (to be designed by UWSP and approved by City)
- "Play Like A Champion Today" slogan above team room player entrance
- Team logo in the floor of new team room
- State of the art jumbotron w/ advertising sale capabilities during UWSP events. Fee schedule must be approved by City w/ 25% being paid to the City.
- UWSP to have access to north endzone video cameras mounted on jumbotron for game filming. UWSP to provide staffing to operate game cameras for activities.
- Recognition of participation on east & west entry archways to be approved by City
- UWSP branding 68" x 60" on existing scoreboard e.g. Pointer dog head to be approved by City
- 22' high by 36' long Pointer entrance blow up tunnel w/ smoke entrance to be approved by the City not to exceed \$12,000
 - City to purchase blow up and provide storage
 - UWSP to set it up each game, take it down each game.
 - UWSP to replace if damaged
- City to provide up to 10 additional temporary parking signs which can be used for additional handicap parking in KB Willett parking lot directly north of existing handicap spot on the south end of lot.
 - UWSP to coordinate with City to set up and take down at each game
 - City to provide storage
 - Parking revenue to be discussed (50/50 split concept with City of Stevens Point 50% going to future Goerke Park Upgrades). Revenue deposit receipts due to City showing parking revenue within 2 business days after each activity charging for parking.
- Use of new team room/medical area at grade for all UWSP activities – includes video/audio connections
- Upgraded stadium restrooms
- Recladding of Willett
- Recladding of press box
- Willett roof screen
- Access to 1000 chairs and appropriate turf cover for outdoor activities
- City to provide 4 portable toilets in the south field adjacent the outdoor ice rink (parking lot area) from August 15 – November 15.

- Which can be used for PJ Jacobs physical education classes and after school activities
- City to provide a single-entry gate on west side of stadium entrance
- City to provide a second ticket booth if requested

UWSP Partnership Benefits (Willeff – See KB Willeff Ice Use Agreement)

- Newly renovated women's hockey locker room w/ state of the art restrooms, showers, coach's office and white box (non-finished team locker room)
- Not to exceed \$100,000 allowance to finish team locker room – see rendering
- Continued men's hockey existing use
- Women's hockey practice time to be scheduled prior to 3:00 pm Mon – Friday. Saturday/Sunday practices when needed and available
- Hosting of Women's hockey home scheduled contests per agreement
- UWSP branding recognition in ice neutral zone; to be approved by City – see Exhibit A1
- UWSP Branding on 8' dasher board; to be approved by the City. See Exhibit A2
- A mutually agreed upon transition plan will be created by the City and UWSP to allow men and women's hockey and men's football activities to be uninterrupted.

Community Stadium/Willett Enhancement Projected Project Costs

Project Order

1. Turf Replacement	\$723,000
2. Toilets	\$75,000
3. Jumbotron	\$350,000
4. Mascots/Smoke	\$35,000
5. Arches	\$70,000
6. Team Room	\$1,400,000 + \$15,000 (Gator UTV) (no basement – deduct \$435,000)
7. Women's Hockey LR (& access points per code)	\$295,000
Total #1 - 7	\$2,963,000 with basement

8. KB Willett South Recladding	\$250,000
9. KB Willett East Recladding (City pd)	\$100,000
10. Vestibule (City pd)	\$100,000
11. KB Willett Roof Screen	\$108,000
12. Press Box Recladding	\$267,000
13. 1000 Chairs	\$ 70,000
14. Reface West Restroom	Future
Total #8-12	\$895,000

Remove City Pd Vestibule	-\$100,000
Remove City Pd East Recladding	-\$100,000

Total #8-12	\$695,000
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Total Project Cost

	Basement	w/o Basement/ w/o #8-12
#1-7	\$2,963,000 - \$435,000 =	\$2,528,000
#8-12	\$ 895,000	0
Total	\$3,858,000	\$2,528,000
5% Contingency	\$ 193,000	\$ 126,000
Rettler Design	\$ 54,000	\$ 54,000

Total Project	\$4,105,000	\$2,708,000
Less City Vestibule	-\$100,000	0
Less KB Willett East Recladding	-\$100,000	
	\$3,900,000	\$2,708,000

*Phase 2 – Turf West Willett field **\$1,500,000**

*Project total with phase 2 – **\$5,605,000**

*Doming of any existing or future turf field anywhere in Stevens Point shall be a separate project. Any participating users shall have first right of refusal to discuss usage; subject to

operational and capital expenditures/pledges determined at the time of a dome field project.

Make ups, reschedules, and changes to schedule during the season will be based on current availability; not to be unreasonably denied.

*All offerings in this letter of understanding are subject to ability to fund over the life of the project. UWSP commitment is subject to items #1-7 being completed. Items #8-12 are subject to outcome of fundraising but do not void UWSP's commitment. They would be rolled into an additional phase of upgrades in the future based on future fundraising.

*On UWSP hockey game days, the 1st option for before school ice time (6 am – 7:45 am) shall be provided to other users who are bumped from that evenings ice schedule in order to host the game. (e.g. if SPASH practice cannot be accommodated due to a Pointer hockey contest, SPASH hockey would be offered 1st option for the before school time on that given day).

The undersigned representatives certify that they are authorized to make, execute and deliver the Letter of Understanding.

City of Stevens Point

By: _____
Mayor, Mike Wiza

By: _____
Parks Director, Dan Kremer

University of Wisconsin Stevens Point

By: _____
UWSP Chancellor, Dr. Thomas Gibson

By: _____
Athletic Director, Dr. Brad Duckworth

Exhibit A1



Size – 12' wide x 6.5' high (neutral zone logo)

Exhibit A2

- 8 foot dasher board – to be designed by UWSP via Bushman Signs or whichever sign vendor the City is using at the time of order

Exhibit B

UW-Stevens Point Synthetic Turf Usage and City of Stevens Point Partnership

Ongoing plans to turf UWSP's two (2) Kotal Fields in 2023 and one (1) additional synthetic turf field in 2025 surface inside a track structure on campus (for a total of three (3) turf fields) will have a profound impact on UW-Stevens Point Athletics, Recreation and the Stevens Point Community. The new playing surfaces allow UWSP Athletics to expand sport offerings bringing additional students to campus and business to the City. Additional teams may include Men's and Women's Lacrosse, Men's Soccer, Men's and Women's Rugby and Men's and Women's Field Hockey. Each of these sports require a turf surface for practices and games.

In addition to more sport offerings, we anticipate a rapid growth in UWSP sponsored camp and tournaments with the additional turf and lit field resources. Similar revenue streams may be sought by local youth sport organizations or by the Convention and Visitor's Bureau. Having multiple turfed spaces allows the Stevens Point community to host larger and more high-profile tournaments – many of which require multiple playing surfaces to host multiple age groups at once. Consider an average sized youth tournament has 8 to 16 teams per age division. Dependent on the sport and tournament format each field could potentially host one or two different age divisions. Tournaments of this nature bring approximately a thousand families to the area.

Exhibit B1 is a sampling of event opportunities that the additional space may bring to the City.

City of Stevens Point and UWSP Partnership

Enjoying the full benefits of these new opportunities requires a well-planned partnership between campus and the City of Stevens Point. There would an expectation to negotiate usage policies at all facilities at no additional cost. UWSP could provide the City with one point of contact to ease scheduling. City would provide UWSP with one point of contact for Community Stadium scheduling.

The following is an outline of UWSP Field scheduling priorities and how we anticipate the space getting used throughout the year.

Scheduling Priorities UWSP Turf Fields

1. UWSP Academic Programs
2. UWSP Athletics (e.g. games, practices, camps, tournaments)
3. UWSP Recreation (e.g. campus recreation, IMs, club sports)
4. City of Stevens Point and City co-sponsored youth, middle, high school and adult organizations including:
 - a. Stevens Point Area School District

- b. Stevens Point Area Catholic School District
- 5. All minor contributing organizations
- 6. All other non-contributing community organizations on a fee schedule

Anticipated UWSP Field Turf Usage

- Mid-August to December
 - Athletics Mon-Fri 3 pm to 6 pm
 - Recreation Sun-Thurs 6 pm – 11 pm
 - Weekends Vary – potential for camps and community programming
- December to February
 - No scheduled events
- February to Mid-March
 - Athletics Mon – Friday 3 pm to 7 pm
 - Recreation Sun – Thurs 7 pm – 10 pm
 - Weekends Vary – Potential Athletic games beginning the last weekend in February
- Mid-March to Mid-May
 - Athletics Mon – Friday 3 pm – 7 pm
 - Recreation Sun 7 pm – 11 pm
 - Weekends Vary – athletic matches end in late April. Weekend camp and tournament opportunities
- Mid-May to Mid-June
 - Open for community programming
- Mid-June to Mid-August
 - Anticipate UWSP sponsored day camps Monday to Friday
 - Anticipate 3-5 UWSP Sponsored weekend tournaments
 - Open for community programming (leagues, clinics, etc.) weekday evenings and fields available open weekends 3rd party hosted tournaments and camps

UWSP Community Stadium

- UWSP Home Football Games 60 hours per year (varsity games, jv games, scrimmages)
 - including lights, facility, restrooms, city maintenance personnel
- UWSP Lacrosse games
- UWSP Athletic Practices 45 hours
 - includes lights, facility and restrooms
- UWSP Camps & Tournaments 40 hours
 - Includes lights, facility and restrooms

Other Community Events Use at UWSP – this to be negotiated at the time of use; not to be unreasonably denied.

Community Stadium Scheduling Priorities

1. City of Stevens Point Activities

2. UWSP Activities
3. SP School District (odd years first)
SP Catholic School district (even years first)
4. Other project contributors (YMCA, Youth Football, etc.)
5. Non-contributing entities on a fee schedule

Exhibit B1

(to be provided by UWSP)

Exhibit C UWSP/City Ice Use Agreement

UWSP shall be provided up to five hours of practice time per day, five days per week. Practice times on Monday – Friday shall conclude no later than 3:00 pm daily. Other practice time requests, including practices on Saturdays, Sundays and after school shall only be considered within the confines of what the overall ice schedule allows and based on availability. The City shall have the final determination on after school and weekend schedule availability. The City shall work with UWSP to facilitate scheduling of additional practice times, walk throughs and playoff practice times when needed.

1. UWSP Men's and Women's Regular-season and Post-season games consisting of 4.0 hours of ice time each are also included in the agreement.
2. UWSP agrees to make every effort to provide a schedule of games and practices to coordinate ice usage with SPASH games and practices, and other scheduled events.
 - a. Practice schedule for the season shall be submitted no later than August 1st of each year. UWSP shall have the ability to adjust practice times for December through March by request and based on availability of the overall ice time schedule.
 - b. Game schedule is to be provided by April 1st prior to the upcoming season
 - c. On UWSP men and/or women's home hockey game days, before school practice time(s) (before 8:00 am) shall be given as first option to SPASH and other user groups who may be bumped from the evening schedule in order to host the UWSP game(s). If no other groups schedule the before school time, UWSP shall be given the ability to schedule practice at that time.
3. The City of Stevens Point shall provide an ice resurfer and operator for UWSP men's and women's games. Resurfacing during practices will be performed upon request with prior notification. No more than one resurfaces shall be required to be performed by the City per scheduled practice.
4. The City of Stevens Point agrees to negotiate on a fee schedule basis all camp opportunities.
5. NCAA post season competitions shall require a fee schedule and prior authorization by the City.
6. Cancellations, make-ups, rescheduled games or circumstances resulting in games needing to be scheduled or rescheduled after the April 1 schedule submission by UWSP shall be permitted only as the overall ice schedule availability allows. The City shall coordinate with UWSP and other users to locate ice time for the makeup but shall not be required to cancel existing ice time reservations for make-ups, rescheduled games, or the like.
7. Holiday closure dates for the City of Stevens Point shall be observed by UWSP Men and Women's Hockey. (e.g. Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day)
8. Sale of merchandise, apparel, and other vending performed inside the KB Willett arena shall be subject to a 10% profit sharing payment to the City for all sales. 10% payment shall be deposited into a reserve account to be used for future facility upgrades and maintenance.

9. UWSP shall provide a game manager, security, officials, score keepers, clock operator, statisticians, radio announcers, announcers and other essential game personnel for their activities and home games. The City shall only be required to provide personnel consistent with items #3 above.
10. UWSP shall be required to perform all routine cleaning and sanitizing of all areas inside of the UWSP men and women's locker rooms. City shall perform cleaning outside of the locker rooms. Locker room shall be defined as all areas inside of the locker room behind the doored entryways.
11. The common showers and restrooms for the Men's locker room cleaning shall be the responsibility of the City.
12. The City shall clean the women's locker room bathroom and shower once per week; more frequent cleaning shall be the responsibility of UWSP.
13. UWSP shall provide all supplies and materials required for stocking and cleaning of all areas within the inside of the UWSP locker rooms. This includes the restroom and shower areas for the proposed Women's locker room.
14. City shall provide the toilet paper and hand towels for locker rooms that are consistent with the other restrooms and locker room within the facility.
15. City access to all UWSP locker rooms, trainer rooms, storage and other UWSP areas shall be maintained at all times. City shall be permitted to enter these areas for maintenance, inspections or any other reason(s) needed by the City. City reserves the right to utilize each locker room as their needs require for other uses and during times resulting from unforeseen circumstances. UWSP shall be notified and shall not unreasonably deny use of locker room. City shall coordinate with UWSP when these times arise and shall be required to return the locker rooms back to UWSP use in the condition they are found (cleaned, stocked, no damage, etc.)
16. The training room shall be permitted for use by UWSP. UWSP agrees to allow all other medical personnel who occupy the building access to the training room when needed. UWSP shall be permitted to use a locked cabinet to restrict access to medical supplies purchased by UWSP.
17. Payment schedule is listed within the Facility Use Agreement.
18. Agreement includes, but is not limited to:
 - a. Use of both men's and women's locker rooms, storage (inside the locker rooms, small space inside west concession room), and equipment room (second door on north wall west of boy's locker room entrance) for the whole calendar year
 - b. Remodeling of the women's locker room
 - c. Clean-up after games
 - d. Zamboni Driver
 - e. Use of off-ice training area and video room. The off-ice area and video room shall be defined as the new "team room addition" that is proposed for construction on the main level adjacent the main office. This same team room addition is what the football team shall use as the home locker room. In addition to this space, both UWSP Men's and Women's locker rooms shall be available to each team as needed.
 - f. Washer and dryer usage shall be allowed provided that UWSP agrees to split the cost of replacement of the washer and dryer machine when replacement is required. UWSP and City shall mutually agree on the replacement model and type of replacement(s) during the term

of this agreement. UWSP shall provide their own personnel to perform their laundering duties. UWSP shall pay for and provide their own soap, materials and supplies for washing of UWSP materials.

City of Stevens Point

By: _____
Mayor, Mike Wiza

By: _____
Parks Director, Dan Kremer

University of Wisconsin Stevens Point

By: _____
UWSP Chancellor, Dr. Thomas Gibson

By: _____
Athletic Director, Dr. Brad Duckworth

EXHIBIT D

WILLETT ARENA BUILDING REGULATIONS PERTAINING TO CONTRACT USERS

1. Adequate supervision by the person(s) using the ice is required both on and off the ice surface. Children will not be allowed to run around the arena or play "hockey" in the lobby or bleacher area. This is necessary for insurance reasons and to prevent property damage.
2. Locker rooms are pre-assigned and are posted on the arena bulletin board. Locker room keys must be checked out from the main office by **UWSP** staff or authorized representatives.
3. Permission must be obtained from the arena supervisor on duty to use the scorer's table area and arena scoreboard. Properly instructed adults only are permitted in the scorer's table area.
4. **UWSP** shall be responsible for the operation of the public address system if needed. No person may operate the public address system unless properly instructed in its use by Parks Department staff.
5. Absolutely NO SMOKING, ALCOHOL, OR CHEWING TOBACCO is allowed anywhere in the arena.
6. Your group must be ready to be on the ice at the start of your rental time and be completely off the ice when the time is up. Players may go on the ice when the Zamboni gates at the west end of the building are completely shut.
7. NO ONE IS ALLOWED ON THE ICE ONCE THE ZAMBONI IS ON THE ICE.
8. Essential game personnel and City staff are allowed in the press box.
9. No pets other than service animals are allowed in the facility.
10. This is a shared facility. Your assistance in maintaining its appearance is appreciated.
11. Please observe rules of good sportsmanship and conduct both on and off the ice.

Exhibit E

K. B. WILLETT ARENA LOCKER ROOM AGREEMENT

University of Wisconsin Stevens Point

This agreement made this **1st** day of **January, 2015**, by and between the CITY OF STEVENS POINT, Designated as (CITY) and the UNIVERSITY OF WISCONSIN- STEVENS POINT (UWSP).

RECITALS.

1. CITY owns and operates an indoor artificial Ice Arena and Multi-Purpose building located at Goerke Park in Stevens Point, Wisconsin (“ Ice Arena”).
2. UWSP desires to obtain locker room rights at the Multi- Purpose building and CITY is willing to grant such rights to UWSP, but only upon and subject to the terms and conditions of this agreement.
3. Whereas, UWSP has in the past made certain monetary contributions towards the Ice Arena, and in consideration thereof, the CITY is willing to grant certain rights to UWSP under the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, CITY does hereby grant a license to use a certain locker-room area, as hereinafter set forth, and UWSP do hereby take and accept such license, and parties hereby agree as follows:

1. **Term of License:**

This license shall run for a period of **10 years** commencing **January 1st, 2015** and terminating on **January 1st, 2025**. No further consideration shall be paid for such license by UWSP during the term of this license, as long as UWSP continues to rent ice time from the CITY for use by its men’s hockey program.

2. **Condition of Premises:**

UWSP has inspected the locker-rooms and acknowledges that said premises are in good condition. UWSP accepts the locker-rooms in their presently existing condition and

acknowledges and agrees that the CITY is not obligated to make any further alterations or repairs there to.

3. Description of Leased Space :

The CITY grants to UWSP and UWSP takes from CITY, the space consisting of approximately 1200 square feet in CITY arena, said spaces being located in the Southwestern part of the arena lower level. The location of the space in the arena is subject to change whenever requested by CITY and the CITY reserves the right to change location of UWSP locker-rooms in the arena, so long as the space provided remains the same in area and is accessible as that space described herein. The space described herein is to be used as locker-rooms and UWSP shall restrict the use of the space to that purpose only.

4. Approval of Alterations Required:

No alterations or additions of any character shall be made on or to the locker-rooms without first obtaining the written consent of the CITY. UWSP will incur the total cost of any fixtures.

5. Maintenance of Premises:

UWSP shall daily maintain and keep the locker-rooms, restrooms and equipment in good repair and in a clean, sanitary and safe condition. CITY shall have the right to repair any item of equipment which is damaged or becomes defective, and to replace any item of equipment which is destroyed during the term of the lease. UWSP shall reimburse the CITY for the total cost of labor and materials including fringe benefits thereof upon request of the CITY. UWSP shall store all trash in the containers provided for that purpose and shall empty containers on a daily basis (or more often as required at the location indicated by the CITY). UWSP shall not permit any debris to remain or obstruct, or to exist on or about the locker-rooms/ restrooms. Cleaning locker-rooms and cleaning supplies to maintain daily clean, sanitary and safe conditions of locker-rooms shall be provided by UWSP. UWSP is responsible for supplying their own replacement lamps in each stated locker-room. UWSP shall dispose of own toxic/hazardous containers and must keep on hand material safety data sheets. The CITY will provide routine and ordinary cleaning of restrooms and showers. If determined by CITY that

restrooms/shower conditions are beyond ordinary and routine condition, extra clean-up charges will be billed to UWSP on a monthly basis. Time and material to be included. Therefore, UWSP has a responsibility to have refuge sorted properly. If not sorted properly, trash will become the user's responsibility to dispose of and/ or the CITY will impose an additional charge for the time and material to correct the problem.

The CITY shall make a determination as to culpability for excess cleaning and assessed costs between licenses for those items the licensee is responsible for above.

UWSP shall be liable for all expenses incurred by the CITY for all work done by the CITY in order to preserve and maintain the locker-rooms when such work is the result of UWSP negligence or non-compliance with the covenants of this agreement.

6. Right of Entry:

The Parks Department reserves the right to enter upon the locker-room at any reasonable time to insure the compliance by UWSP with the covenants of this agreement. The CITY also reserves the right to ingress and egress to inspect, investigate and survey the locker-rooms as deemed necessary, and reserves the right to do any and all work of any nature, necessary for the preservation, maintenance, and operation of the locker-rooms. The reservation of such rights is not intended to create nor shall it be construed as creating any affirmative obligation on the part of the CITY to main or repair the locker-rooms. During UWSP's hockey season, UWSP shall generally have the exclusive use of the locker-rooms. During such other periods, the CITY reserves the right to grant use of such locker-rooms to such other parties as the CITY deems advisable.

Prior to using such licensed areas, CITY agrees to notify respective licensees of such use and will review the licensed area before and after use is had to insure that no damage exists prior or after such use, which would otherwise be charged to licensees.

It is anticipated that licensees will secure all property during the non-hockey period of each school thereby relieving the CITY of any responsibility for damage to personal property of the respective school.

7. Damage or Destruction of Locker-rooms:

If at any time during the term of this agreement the locker-rooms are damaged by fire, act of nature, or other cause beyond the control of UWSP, to the extent that continued use of the locker-rooms is unfeasible. UWSP may, on written notice to the CITY delivered within (7) days after the damaged has occurred, terminate this agreement without any further liability of UWSP to the CITY other than for unpaid reimbursable costs accrued to date of such termination. In such event, the CITY shall refund any portion of fees theretofore paid for future use of the locker-rooms after the time of such termination. If UWSP does not elect to terminate this agreement, the CITY may restore the locker-rooms to operative condition and UWSP shall continue to be bound by all the terms and provisions of this agreement. The CITY shall not be responsible for any losses, monetary or otherwise incurred by UWSP due to any interrupted use of the locker-rooms.

8. Damage or Destruction of Personal Property:

The CITY shall not be responsible for damage to destruction of any personal property located on or about the locker-rooms or restrooms.

9. Arena Rules to Be Followed:

UWSP, its agents, assigns, and student athletes shall at all times during the term of this lease or any extension hereof be governed by all rules prescribed by the CITY for the management of its arena.

10. Signs:

UWSP shall not put up any signs on the outside of the premises without the prior written consent of the CITY and the size, text, location and design of such sign.

11. Compliance with State & Local Laws:

UWSP shall comply with applicable state and local laws and regulations including without limitation those relating to health and sanitation with specific reference to odor.

12. Insurance:

See attached State of Wisconsin Certificate of Coverage.

13. Indemnification:

UWSP shall hold the CITY harmless from and against all liability for illness or death of, injuries to persons, damage or destruction of property arising from locker-room usage and other activities contemplated by this agreement, including without limitation any loss resulting directly or indirectly from malfeasance, misfeasance, or nonfeasance of UWSP or any of its employees or agents or any other person(s) acting or purporting to act at its request, under its direction or with its implied or actual consent. UWSP hereby voluntarily assumes all risk of accident or damage to its property and to the person and property of UWSP student athletes inside the locker-rooms and hereby releases the CITY and its staff from every claim liability or demand of any kind for or on account of any personal injury or damage to any kind sustained by UWSP and each and every one of its student athletes whether or not caused by the negligence of the CITY and its staff.

14. Default:

If either party fails to comply with any material term or condition of this Agreement and/or fails to perform any of its obligations hereunder, then that party shall be in default. Upon the occurrence of a default hereunder which is not cured within (30) thirty business days after receipt of notice of default either in writing or via e-mail, the non-defaulting party, in addition to all remedies available to it by law, may immediately upon notice to the defaulting party in writing or via e-mail, terminate this Agreement. If UWSP is the defaulting party, all deposits, payments, advances, or other compensation paid by the UWSP to the City shall be forfeited and become the property of the City.

15. Assignment Prohibited:

UWSP may not assign or otherwise transfer any right or privilege conferred by this agreement; nor may it sublet, permit the use by third parties of, or encumber any portion of the locker-rooms without written permission from CITY.

16. Security Keys:

UWSP is 100% responsible for the security of the locker-rooms and contents therein. UWSP will be issued the number of keys for the building and locker-rooms it reasonably requests. Upon receiving keys, UWSP will be responsible for the following:

- 1.) That the keys are used solely for the purpose for which they were issued.
- 2.) That the keys are not duplicated for any reason.
- 3.) That the keys are not used by anyone, other than the person to whom they are issued.
- 4.) If any key is lost, stolen, or duplicated the individual/ organization to whom it was issued will be responsible for the cost to rekey the lock and the cost of new keys for the lock.
- 5.) Any keys not returned at the end of UWSP's period of usage will be considered lost.
- 6.) A \$20.00 cash deposit initially will be needed in order to receive key or keys.

17. Waiver of Breach:

The waiver by CITY of any breach of any term contained in this agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term. The acceptance of any payment by CITY shall not be deemed to be a waiver of any prior occurring breach by UWSP of any term contained herein regardless of knowledge of CITY of such prior existing breach at the time of acceptance of such payment.

18. Each Provision Material Condition:

Each term of this agreement is material and breach by UWSP of any one of the terms herein contained shall be a material breach of the entire Agreement and shall be grounds for the termination of the License by CITY.

19. Severability:

If any provision or portion of any provision of this Agreement shall be deemed illegal or unenforceable for any reason whatsoever, the unaffected provisions or portions thereof shall remain in full force and effect.

20. Notices:

All notices required or permitted to be given to UWSP shall be deemed given to UWSP by depositing the same in the United States mail, postage prepaid, and addressed to UWSP C/O Athletic Director, Stevens Point Wisconsin, 54481. All notices required or permitted to be given to CITY shall be deemed given to Park Department by depositing same in the United States mail, postage prepaid, and addressed to the Park and Recreation Department, 2442 Sims Ave, Stevens Point Wisconsin, 54481, Attn: Director of Parks, Recreation and Forestry Department.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized officer thereof at Stevens Point, Wisconsin the day and year first below written.

PARK AND RECREATION DEPARTMENT

BY:

Tom Schrader, Director of Parks, Recreation and Forestry Department Stevens Point.

DATE: _____

BY:

Contracting Officer

Date: _____

Goerke Park Area Usage and Financial Agreement

This Usage and Financial Agreement is between the City of Stevens Point, a Wisconsin Municipal Corporation with its offices at 1515 Strongs Avenue, Stevens Point, WI 54481 (“City”) and the Stevens Point Area Public School District, a Wisconsin public school district with its offices located at 1900 Polk Street, Stevens Point, WI 54481 (“District”), collectively these entities shall be referred to as the “Parties.”

RECITALS

WHEREAS, the City owns, controls and operates Goerke Park, Community Stadium, the KB Willett Ice Arena (the “Premises”) and all other infrastructure and assets within these locations and facilities located at 1100 Minnesota Avenue; and

WHEREAS, the City and District have worked together to fund improvements to these facilities and the District is desirous of using, practicing, and playing games at these facilities;

NOW THEREFORE, the Parties agree as follows:

A. **Operational and Capital Payments:** In consideration for the Use of the Premises, the District shall annually pay to the City an Operational and a Capital Payment in accordance with the Schedules listed below. The City shall invoice the District for such payments in one invoice installment each November. Payment shall be due within 30 days of receipt of invoice. No facility usage fees shall be charged to the District during this agreement for the activities and elements that are included as part of this agreement and the attached exhibits.

1. Operational Payment Schedule by year:

- The Operational Payment amount shown below reflects an annual increase of 2.5 % to account for the City’s increasing costs due to inflation. Half of the annual inflationary increase shall be placed in future Goerke Park Improvements Reserve Fund; the other half of the annual inflationary increase shall be used for City’s operational budget revenue, all of which will be administered by the City.
- a) Annually, \$6,000 of District’s Operational Payment shall be applied towards capital debt incurred by this Agreement until such debt is repaid.
- b) Annually, \$10,000 of District’s Operational Payment shall be placed into the “Goerke Park Improvement Reserve Fund” administered by the City.

Initial Term:

2022	\$56,000	2027	\$63,359
2023	\$57,400	2028	\$64,943
2024	\$58,835	2029	\$66,566
2025	\$60,306	2030	\$68,231
2026	\$61,814	2031	\$69,936

Renewal Term(s) (if applicable)

2032	\$71,685
2032	\$73,744
2034	\$75,314
2035	\$77,197
2036	\$79,127
2037	– life of turf - \$79,127

2. Capital Payment Schedule by year:

Initial Term

2022	\$22,500	2027	\$22,500
2023	\$22,500	2028	\$22,500
2024	\$22,500	2029	\$22,500
2025	\$22,500	2030	\$22,500
2026	\$22,500	2031	\$22,500

xRenewal Term(s) (if applicable):

2032	\$22,500
2033	\$22,500
2034	\$22,500
2035	\$22,500
2036	\$22,500

3. Renewal Option:

- a) Following 10 years of the Agreement (up to and including 2031) and every five years thereafter, the District may renew for a five-year extension to this agreement under the same terms and conditions as contained herein. The annual operational payment amounts shall be recalculated to include 2.5 annual inflationary increases for the term of the extension.
- b) Termination: Termination for convenience: The City and District must provide each other a minimum of five (5) year notice of termination in writing. Should District initiate and proceed with termination of this agreement prior to 2036, District shall be responsible for an early termination fee of \$22,500 per year for all years subsequent of the effective date of this termination until 2036 (e.g. if District terminated agreement in 2034, the early termination fee would be \$67,500; \$22,500 x 3 years). Should the City initiate and proceed with termination of this agreement prior to 2036, the City shall be responsible for all remaining operational and capital payments.

4. Future Capital Projects Participation:

- a) In exercising a renewal under the Renewal Option 3 above, the District agrees to participate in any and all approved upgrades to the Goerke Park complex at an amount not to exceed 10% of the project cost. Additional terms and conditions, and District participation, of any future capital project will be determined at the time of the cost estimation of the project. Any future project capital participation may be paid over a minimum of 10 years or the length of the agreed upon bonding period. If the District chooses not to participate in a future upgrade, a fee schedule shall be established for District to use the completed upgrades.

B. Use of Premises, Period of Use, Condition and Care of Premises

1. The District may use the Premises for holding preseason, regular season and post season football practice and games (all levels) and preseason, regular season and postseason hockey practices and games (all levels, boys only; not included the Wisconsin Valley Union or girl's programs) (the "Event").
2. The District shall submit all football practices and game dates/time in compliance with reasonable deadlines provided by the City. The District acknowledges and agrees that the City shall use the following scheduling priority for football activities.

- a) City of Stevens Point Activities
- b) UWSP
- c) Stevens Point Area Public School District (odd years) and Pacelli Catholic Schools Inc. (even years)
- d) Youth Area Football
- e) Youth Area Lacrosse
- f) YMCA
- g) Other groups who pledged for turf and improvements
- h) Other groups who did not pledge on a fee schedule basis

*All game schedules shall be given priority over practice schedules. (e.g. if UWSP requests practice on a Thursday afternoon and SPASH JV has a game on Thursday afternoon, the game shall be given first priority).

3. The District shall submit all hockey practice and game dates/time in compliance with reasonable deadlines provided by the City. The District acknowledges and agrees that the City shall use the following scheduling priority for hockey activities.

- a) City of Stevens Point Activities
- b) UWSP
- c) SPASH
- d) Crystal Ice Figure Skating Club
- e) Other groups who did not pledge on a fee schedule basis

* Game schedules shall be given priority before practice schedules.

4. The District, its employees, and its agents are responsible for the proper use and care of the Premises. The District agrees to pay for the cost of any damage or repairs that may be necessitated as a result of the use of the Premises by the District. This includes, but is not limited to, damage to locker rooms, restrooms, fences and gates, track, high jump and long jump areas, press box, goal posts, bleachers, scoreboard, video board, turf field, ice rink, ice rink locker rooms, ice rink restrooms, trainer's room and team room.
5. The District shall neither sell nor give away any merchandise, food or concessions, nor shall District bring upon premises glass bottles or containers, nor any alcoholic beverages of any kind, unless first obtaining written permission from the City. District shall pay to the City 10% of gross sales for any new merchandise items, unless approved in writing by the City.
6. The District agrees to remove all of the District's property or other effects immediately after the Event's completion. Any property that is left in, upon, or around the Premises by District (without prior written approval by the City) after a period of seven (7) calendar days following an individual event, practice or athletic contest shall be deemed abandoned and become the property of the City to be used or disposed of at the discretion of the City.
7. The City shall have the right to manage, control, and enter upon the Premises at any time during any individual event, practice or athletic contest, as it deems reasonably necessary to enforce all rules and regulations and/or applicable law.
8. The District shall provide crowd control staff and such staff shall perform the following duties:
 - a) Report any consumption of alcohol on the Premises to the Stevens Point Police Department
 - b) Prohibit the use of tobacco products or smoking upon the Premises

- c) Keep aisles clear of objects and spectators
 - d) Prevent spectators from standing upon the bottom rail along the field-side edge of the bleachers or in front of the glass boards in the ice arena
 - e) Eject from the Premises any person who sits on the rail at the top of any bleachers
 - f) Stand on the track at the football field and/or above the bleachers for hockey and prevent spectators from entering the restricted areas
9. The District is responsible for providing its own security for its events and activities.
 10. The District shall abide by all of the rules and regulations posted on signage throughout the Premises by the City.
 11. The City shall not be responsible for losses of any type, including but not limited to theft or mysterious disappearance of personal property, injury to District or participants in the Event, or monetary loss incurred by District as a result of the Event.
 12. All supervision necessary for the use of the Premises by the District shall be furnished by the District, together with all necessary protective equipment.
 13. The District shall be responsible for providing adequate adult supervision for all non-adults present at the Premises during an Event.
 14. The District shall limit the number of spectators admitted into the Premises in accordance with the City's ordinances and Wisconsin State Statutes.
 15. The City retains the right to stop the Event prior to its completion if the City determines that continuing the Event would be unduly detrimental to the Premises.
 16. The District's failure to observe the terms of this Agreement is cause for The District's ejection from the Event at the discretion of the Facility Manager (or designee).
 17. The District shall not remove any equipment belonging to the City from the Premises without written permission of the City.
 18. The District shall not allow vehicles or trailers on the turf field surface unless equipped with low pressure turf tires which have been inspected and approved by City prior to their use.
 19. The District is prohibited from the use/consumption of sunflower seeds, chewing gum, popcorn, hard candy, or other items upon the field that would be difficult to remove from the turf field fibers. Failure to comply with this paragraph shall require compensation to the City for the staff time needed to remove such waste materials from the turf field.
 20. Due to the potential for damage to the track surface, the District shall only cross the track in designated covered areas
 21. The District expressly waives any and all claims for compensation of any and all losses or damages sustained by reason of any interruption of the stadium lights or any utility services to the Premises.
 22. The District shall have access to and use of the main press box during the Event. The District's access to and use of the portion of the press box, which has been remodeled by

UWSP (Chancellors' box), shall be requested and coordinated through UWSP Athletic Department.

23. The District shall promptly cleanup any blood or bodily fluids on the turf field in accordance with the procedure contained in the National Safety Standards for Blood/Bodily Fluid Cleanup.
24. The football field and track may not be used when snow-covered.
25. The City reserves the right to cancel an ice resurfacing before warm-ups, between periods and after games.
26. The use of Goerke Memorial Park, adjacent tennis courts and adjacent fields and Willett Field for 7th and 8th grade football games is granted to the District for the purpose of holding football games and ancillary activities, spring elementary track and field day and ancillary activities, physical education class use of tennis courts and fields, and tennis matches consistent with the term of this agreement.
27. Cleaning of the facilities for athletic programming shall be included at no additional expense to the District. Commencements, concerts, large gatherings and other special events which require cleaning to be performed by the City shall result in cleaning fees. The cleaning fees shall be negotiated and agreed to by the City and District prior to the commencement, concert, large gathering or special event being scheduled. The District may provide their own cleaning personnel for these type of non-athletic programming events to save cleaning fees if desired.

C. Exhibits

1. A series of improvements, agreed to by the City and the District, are outlined in Exhibit A of this Agreement as "Stevens Point Area Public School District Partnership Benefits."
2. The City and District agree to ice use and locker room use at K.B. Willett as set forth in Exhibit B of this Agreement.
3. Dasher board for SPASH marketing is attached as Exhibit C.
4. The use of Premises, tennis courts and surrounding fields is set forth in Exhibit D of this Agreement.

D. Reciprocity

1. UWSP has granted the City and their designees free reciprocity use of all turf athletic fields at UWSP for the life of this Agreement and any future extensions to this Agreement. This reciprocity agreement shall extend to the District for their activities. The District shall schedule their activities through UWSP for the fields located at UWSP.

E. Additional Provisions

1. **Force Majeure:** Neither party shall be liable for any failure to perform its obligations or for any interruptions to the use of the Premises or failure to hold the Event(s) where such failure or interruption is caused by reason of fire, storm, explosion, strike, lockout, labor dispute, casualty, accident, lack or failure of sources of supply or labor, fuel supply, acts of God or of the public enemy, riots, interferences by civil or military authorities in compliance with the laws of the United States of America or the State of Wisconsin or the laws, orders, rules and regulations promulgated by any other governmental authority, or by reason of any other cause beyond such party's control.

In the case of a Force Majeure event, the City and the District agree that the operational pledge

amounts for that year shall be reflective of actual use and to account for cancelled games and practices related to the Force Majeure based upon a reduction of the payment proportional to the percentage of Events that are canceled due to such Force Majeure event.

1. **Assignment:** This Agreement shall not be sublet or assigned by District to any other party without first obtaining the prior written approval of the City. Any request by District for such approval shall be submitted to the City in written form.
2. **Indemnification:** To the extent consistent with Wisconsin law, and specifically Wis. Stats. §§895.46 and 893.82, the District and the City shall each indemnify and hold each other harmless together with their respective directors, officers, agents or employees from and against all claims, suits, actions, damages, or causes of action arising during the terms of the Agreement for any personal injury, loss of life or damage to the property sustained by reason or as a result of the use of the Premises for the Event for which the Agreement is entered into and from and against any orders, judgments, or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses, and liabilities incurred in or by reason of the defense for any such claim, suit or action and the investigation thereof (collectively, the "Liabilities"), provided, that the foregoing shall not cover or be applicable to any Liabilities directly and solely caused by any act or omission by each party. This paragraph shall expressly include and the provisions of this paragraph shall apply to any use by the District of a scissor-lift, boom lift, portable tower, or other similar apparatus in or upon the Premises for any purpose whatsoever. Again, consistent with the aforementioned state laws, the District further indemnifies and holds the City harmless from and against any and all claims, losses or expenses that may arise in connection with the cancellation of the Event due to rain. Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of the City and the District as are provided for by law. This provision shall survive the termination of this Agreement.
3. **Compliance with Americans with Disabilities Act:** District understands that the City in providing the facilities does not act as the presenter or promoter of the Events. The City as the owner of the Premises will, to the extent required by law, be responsible for insuring that the Premises comply with applicable rules and regulations, including without limitation, the Americans with Disabilities Act. However, it shall be the District's responsibility to ensure that any special assistive or other accommodations are provided for its disabled guests, invitees and employees of the event.
4. **Non-Discrimination:** The District's represents and warrants to the City that District does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Districts' use of the Premises or presentation of the Event on account of race, color, sex, religion, age, handicap or marital status. District further covenants that no individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, sexual orientation, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination in connection with the use of the Premises under this Agreement.
2. **Default:** If either party fails to comply with any material term or condition of this Agreement and/or fails to perform any of its obligations hereunder, then that party shall be in default. Upon the occurrence of a default hereunder which is not cured within (30) thirty business days after receipt of notice of default either in writing or via e-mail, the non-defaulting party, in addition to all remedies available to it by law, may immediately upon notice to the defaulting party in writing or via e-mail, terminate this Agreement. If the District is the defaulting party, all deposits, payments, advances, or other compensation paid by the District to the City shall be forfeited and become the property of the City.
5. **Insurance:** The District shall at all times during the Use Period maintain policies of

general liability insurance and worker's compensation insurance applicable to any losses, injuries, claims, demands, suits, and causes of action that could arise from the District's use of the premises for an Event. The District shall provide the City with evidence of such insurance and shall promptly inform the City in writing of any change in status of such insurance.

6. **Governing Law:** This Agreement shall be construed, interpreted, enforced and governed by and under the laws of the State of Wisconsin. Exclusive jurisdiction and venue of any actions arising out of or relating to or in any way connected with this Agreement shall be in Portage County, Wisconsin. The District shall abide by and comply with all applicable governmental (municipal, county, state, federal, or WIAA) laws, ordinances, codes, licensing requirements, rules and regulations in its use of the Premises, including regulations of the Stevens Point Department of Parks Recreation and Forestry, a copy of which can be viewed by District on the City's website.
7. **Notices:** Any notices or communications sent pursuant to this Agreement shall be addressed as noted below in Section F.

F. Signatures

For City:

Mike Wiza, Mayor City
of Stevens Point
1515 Strongs Avenue, Stevens Point, WI 54481

For District:

Meg Erler, Board President
Stevens Point Area Public School District
1900 Polk Street, Stevens Point, WI 54481

Cory Hirsbrunner, Ed.D., Superintendent
Stevens Point Area Public School District
1900 Polk Street, Stevens Point, WI 54481

For City:_____

Date: _____

For District:_____

Date: _____

For District:_____

Date: _____

Exhibit A

Stevens Point Area Public School District Partnership Benefits

This Exhibit lists improvements to the Premises provided to the District for entering into this Agreement.

A. Stevens Point School District Partnership Benefits (Goerke)

1. Upgraded thatched turf athletic field with shock pad (estimated minimum 15- year life)
2. Stevens Point end zone brand recognition and 35-yard line Panther logo
3. SPASH branding on internal perimeter fence; to be approved by City (south west ¼ quarter of field, south of visiting fans)
4. Logo above the team/player entrance door in new team room
5. SPASH branding on the east wall of the team room (to be designed by SPASH and approved by City)
6. “Play Like A Champion Today” slogan above the team room player entrance
7. Team logo in the floor of the new team room
8. State of the art jumbotron w/advertising sales capabilities for use during District events. Advertising fee schedule must be approved by City w/25% going to the “Goerke Park Improvement Reserve Fund”
9. District will have access to the north endzone game video cameras that are mounted on jumbotron. District is to provide staffing to operate game cameras.
10. Recognition of participation on east & west entry archways to be approved by City
11. SPASH branding 68” x 60” on existing scoreboard, e.g. Panther head to be approved by City
12. 25’ high by 21’ long Panther entrance blow up tunnel w/ smoke entrance to be approved by the City; not to exceed \$10,000
 - a) City to purchase blow up and provide storage
 - b) SPASH to set it up each game, take it down each game
 - c) SPASH to replace if damaged
13. City to provide up to 10 additional temporary parking signs for additional handicap parking in K.B. Willet parking lot directly north of existing handicap spot on the south end of lot
 - a) SPASH to coordinate with City to set up and take down signs at each game
 - b) City to provide storage
 - c) Parking revenue to go to “Goerke Park Improvement Reserve Fund.” Revenue deposit receipts due to City showing parking revenue within 2 business days of each activity charging for parking.
14. Use of new team room/medical area at grade for all District activities – includes video/audio connections
15. Upgraded stadium restrooms
16. Recladding of K.B. Willet
17. Recladding of press box
18. Add roof screen to K.B. Willet
19. Access to 1,000 chairs and appropriate turf cover for outdoor activities on field
20. 7th grade football Ben Franklin (3/4 game)
21. 8th grade football Ben Franklin (3/4 games)
22. JV 2 Ben Franklin (4/5 games)
23. 7th grade PJ (3/4 games)
24. 8th grade PJ (3 game)
25. Varsity Football home games

26. Varsity football playoff games
27. Access to Goerke Turf for practices (when not interfering with scheduled games)
28. Lights available for all football games
29. City to annually provide 4 portable toilets in the south field adjacent the outdoor ice rink (parking lot area) from August 15 – November 15, which can be used for PJ Jacobs physical education classes and after school activities
30. City to provide a single-entry gate on west side of stadium entrance
31. City to provide a second ticket booth if requested

B. Stevens Point School District Partnership Benefits (K.B. Willet – See K.B. Willett Ice Use Agreement)

1. Continue current K.B. Willet relationships for Varsity home games and practices
2. Continue current K.B. Willett relationship for JV home games
 - a. Negotiate additional JV hockey practice/games as facility allows
3. Continue to provide SPASH hockey team room in K.B. Willett
4. SPASH branding recognition in ice neutral zone; to be approved by City
5. 8' SPASH dasher board for marketing – See Exhibit C

Exhibit B
Stevens Point Area Public School District
Use of K.B. Willett Ice & Locker Rooms

The District (SPASH) shall be provided up to 120 minutes (as overall ice schedule allows) of practice time per day, five days per week. Practice times shall be scheduled within the confines of what the schedule allows and based on availability. The City shall work with SPASH to facilitate scheduling of additional practice times, walk throughs and playoff practice times when needed.

1. Regular-season and Post-season games are included in the agreement. An average of twenty-four (24) home games (Varsity + JV) during the regular season.
2. SPASH shall have the ability to host up to four (4) additional tournament games annually as needed. Neutral site games between non-SPASH teams shall not be included in this Agreement and will be on a fee schedule.
3. SPASH agrees to annually provide a schedule of games and practices to coordinate ice usage that does not interfere with UWSP games and practices, and other scheduled events.
 - a) Practice schedules for the season shall be submitted annually no later than July 1. SPASH shall have the ability to adjust practice times by request based on availability of ice time.
 - b) Game schedules are to be provided annually by May 1, prior to the upcoming season.
 - c) On UWSP men and/or women's home hockey game days, before school practice time(s) (before 8:00 am) shall be given as first option to SPASH and other user groups who may be bumped from the evening schedule in order to host the UWSP game(s). If no other groups schedule the before school time, UWSP shall be given the ability to schedule practice at that time.
4. The City shall provide an ice resurfacing machine and operator for SPASH boys games. Resurfacing during practices will be performed upon request with prior notification. No more than one resurfacing shall be required per scheduled practice.
5. The City agrees to negotiate in good faith a fee schedule for all camp opportunities.
6. Cancellations, make-ups, rescheduled games or circumstances resulting in games needing to be scheduled or rescheduled after the May 1 schedule submission by SPASH shall be permitted only as the ice schedule availability allows. The City shall coordinate with SPASH and other users to secure ice time for the makeup but shall not be required to cancel existing ice time reservations for make-ups, rescheduled games, or the like.
7. Holiday closure dates for the City shall be observed by SPASH Boys Hockey. (e.g. Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day)
8. The sale of merchandise, apparel, and other vending performed inside the K.B. Willett arena shall be subject to a 10% profit sharing payment to the City, which shall be deposited into the "Goerke Park Improvements Reserve Fund" to be used for future facility upgrades and maintenance.
9. SPASH shall provide a game manager, security if needed, officials, score keepers, clock operator, statisticians, radio announces, announcers and other essential game personnel for their activities

and home games. The City shall only be required to provide personnel consistent with item #4 above, ice resurfacing.

10. SPASH shall perform all cleaning and sanitizing of all areas inside the SPASH boy's locker room. The SPASH boy's locker room is defined as all areas inside of the locker room behind the entryway door, except as noted below. The City shall perform all cleaning outside of the SPASH boy's locker rooms. However, the common showers and restrooms for all locker room cleaning shall be the responsibility of the City.
11. SPASH shall provide all supplies, materials required for stocking and cleaning of all areas within the SPASH locker room.
12. City access to all SPASH locker rooms, trainer rooms, storage and all other areas within the K.B. Willett Arena shall be allowed at all times. The City shall be permitted to enter these areas for maintenance, inspections or any other reason(s) needed.
 - a) The City reserves the right to utilize each locker room for other uses as their needs require. The City shall coordinate with SPASH when these times arise and shall be required to return the locker rooms to SPASH use in the condition they are found (cleaned, stocked, no damage, etc.)
13. The training room shall be available for use by SPASH. SPASH agrees to allow all other medical personnel who occupy the building access to the training room as needed.
14. K.B. Willett Scheduling Priority
 - a) City of Stevens Point Activities
 - b) UWSP Activities
 - c) SP School District
 - d) Crystal Ice Figure Skating Club
 - e) Wisconsin Valley Union
 - f) All others based on availability

*The City reserves the right to modify, change and/or alter scheduling as needed and in the best interest of the overall ice schedule for all users.
15. Operational Payment under this Agreement includes:
 - a) The use of locker room/s for the season and post-season, if applicable
 - b) Clean-up after games
 - c) The use of the Zamboni Driver
 - d) Use of off-ice training area and video room. The off-ice area and video room shall be defined as the new "team room addition" that is proposed for construction on the main level adjacent the main office. This same team room addition is what the football team shall use as the home locker room.
 - e) Washer and dryer usage shall be allowed providing SPASH agrees to split the cost of replacement of the washer and dryer when required with UWSP and the City. UWSP, SPASH and City shall mutually agree on the replacement model and type of

replacement(s) during the term of this Agreement. SPASH shall provide their own personnel to perform their laundering duties, to include paying for and providing their own soap, materials and supplies.

Exhibit C
Stevens Point Area Public School District
Use of Dasher Board for Marketing

Twenty-Five percent (25%) of the advertising revenue generated at Goerke Park by the District shall go the City and be deposited into the Goerke Park Improvement Reserve Fund to help pay the cost of the football field turf replacement.

Awaiting Rendering

Exhibit D

Stevens Point Area Public School District Use of Premises, Tennis Courts and Surrounding Fields

A. Goerke Field and Stadium

1. The field, stadium and adjacent fields to the south of the stadium will be available to the District for the annual spring Elementary Track & Field Day for no fee.

B. Tennis Courts

1. The District shall use the tennis courts for physical education classes for the last two weeks in September and the first two weeks in May.
 - a) These dates will be confirmed annually.
2. Should dates in those periods get rained out, alternate dates need to be secured.
3. The District's Jr. High athletic tennis team currently use Ben Franklin tennis courts as the numbers are appropriate. Should participation grow enough, the District will have access to the tennis courts by P.J. Jacobs.
 - a) Dates of use would be coordinated in advance.

C. Fields Around the Stadium

1. The fields around the stadium are maintained by the City and may be used by P.J. Jacobs physical education classes and the Boys and Girls Club at no charge.
2. The District shall provide all painting of athletic fields within Goerke Park for their activities.
3. The district shall provide their own scoreboards for all playing surfaces other than the turf athletic field in Goerke Park. The City shall provide the scoreboard for the turf field in Goerke Park in Community Stadium.

D. Willett Field – See item A.9. on page 2.

1. The District may use Willett Field for 7th and 8th grade football games free of charge. The District lines the field and owns the scoreboard. The City provides electricity for the scoreboard.

**Pacelli Catholic Schools Inc. and City
Usage and Financial Agreement**

The City of Stevens Point, a Wisconsin Municipal Corporation with its offices at 1515 Strongs Avenue, Stevens Point, WI 54481 (the “City”) and the Pacelli Catholic Schools, a Wisconsin education institution with its offices located at 1301 Maria Drive, Stevens Point, WI 54481 (the “System”). Collectively these entities shall be referred to as the “Parties.”

RECITALS

WHEREAS, the City owns, controls and operates Goerke Park and Community Stadium (the “Premises”) including the football field, team room, six tennis courts and Donald Copps Municipal pool located at 1100 Minnesota Avenue; and

WHEREAS, the City and System have worked together to fund improvements to these facilities and the System is desirous of practicing and playing games at these facilities;

NOW THEREFORE, the Parties agree as follows:

A. Operational and Capital Payments. In consideration for the Use of the Premises, System shall pay to the City in accordance with the payment schedule listed below. Each year’s payment shall be the sum of the Operational Payment indicated for that year and the Capital Payment. The City shall invoice the System for 50% of the annual amounts at two separate times of each calendar year. Payment shall be due within 30 days of receipt of invoice.

1. Operational Payment Amounts by year

- a. A 2.5 % inflationary increase per year shall be included as shown below. Half of the annual inflationary increase shall be placed in future Goerke Park Improvements Reserve Fund; the other half of the annual inflationary increase shall be used for City’s operational budget revenue. All of which will be administered by the City
- b. Annually, the City shall place \$2,800 of the operational payment into the future Goerke Park Improvement reserve fund.

Initial Term:

2022	\$14,000	2027	\$15,840
2023	\$14,350	2028	\$16,236
2024	\$14,709	2029	\$16,642
2025	\$15,076	2030	\$17,058
2026	\$15,453	2031	\$17,484

Renewal Term(s) (if applicable)

2032	\$17,921
2033	\$18,369
2034	\$18,828
2035	\$19,299
2036	\$19,782
2037	– life of turf - \$19,782

*Following the life of the turf, operational pledge amounts to be renegotiated.

2. Capital Payment Amounts by year

Initial Term

2022	\$15,000	2027	\$15,000
2023	\$15,000	2028	\$15,000
2024	\$15,000	2029	\$15,000
2025	\$15,000	2030	\$15,000
2026	\$15,000	2031	\$15,000

Renewal Term(s) (if applicable)

2032	\$15,000	2036	\$15,000
2033	\$15,000		
2034	\$15,000		
2035	\$15,000		

3. Renewal Option

- a. Following 10 years of the Agreement (up to and including 2031) and every five years thereafter, the System may renew for a five-year extension to this agreement under the same terms and conditions as contained herein. The annual operational payment amounts shall be recalculated to include 2.5 annual inflationary increases for the term of the extension.
- b. Termination: Termination for Convenience: The City and System must provide each other a minimum of five (5) year notice of termination in writing. Should System initiate and proceed with termination of this agreement prior to 2036, System shall be responsible for an early termination fee of \$15,000 per year for all years subsequent of the effective date of termination until 2036 (e.g. if System terminated agreement in 2034, the early termination fee would be \$45,000; \$15,000 x 3 years)

4. Future Capital Projects Participation

- In exchange for the renewal option, System agrees to participate in any and all approved upgrades to the Goerke Park complex at an amount not to exceed 7%, per project, of the project cost. Additional terms and conditions, and System participation, of any future capital project will be determined at the time of the cost estimation of the project. Any future project capital participation may be paid over a minimum of 10 years or the length of the agreed upon bonding period. If System chooses not to participate in a future upgrade, a fee schedule shall be established for System to use the completed upgrades.

B. Use of Premises, Use Period, Condition and Care of Premises.

1. System may use the Premises for holding preseason, regular season and post season football practice and games (all levels) (the "Event") for all years in which operational and capital payments are timely made ("Use Period").
2. System shall submit all football practices and game dates/time in compliance with the deadlines provided by the City. System acknowledges and agrees to the following scheduling priority for football activities.

1. City of Stevens Point Activities

2. UWSP
3. Stevens Point Area Public School District (odd years) and Pacelli Catholic Schools Inc. (even years)
4. Youth Area Football
5. Youth Area Lacrosse
6. YMCA
7. Other groups who pledged for turf and improvements
8. Other groups who did not pledge on a fee schedule basis

*All game schedules shall be given priority before practice schedules. (e.g. if UWSP requests practice on a Thursday afternoon and Pacelli JV has a game on Thursday afternoon, the game shall be given first priority).

3. System acknowledges that it has inspected the Premises and that it is satisfied that the Premises have the capacity and capability to hold the Event.
4. System, its employees, and its agents are responsible for the proper use and care of the Premises. System agrees to pay for the cost of any damage or repairs that may be necessitated as a result of the use of the Premises by System. This includes, but is not limited to, damage to locker rooms, restrooms, fences and gates, track, high jump and long jump areas, press box, goal posts, bleachers, scoreboard, video board, turf field, ice rink, ice rink locker rooms, ice rink restrooms, trainer's room and team room.
5. System shall neither sell nor give away any merchandise, food or concessions, nor shall System bring upon premises glass bottles or containers, nor any alcoholic beverages of any kind, unless first obtaining written permission from the City. System shall pay to the City 10% of gross sales for all approved concession or merchandise items.
6. System agrees to remove all of System's property or other effects immediately after the Event's completion. Any property that is left in, upon, or around the Premises by System after a period of seven (7) days following the completion of an Event shall be deemed abandoned and become the property of the City to be used or disposed of at the discretion of the City.
7. City shall have the right to manage, control, and enter upon the Premises at any time during the Use Period, including during an Event, as it deems reasonably necessary to enforce all rules and regulations and/or applicable law.
8. System shall provide crowd control staff and such staff shall perform the following duties:
 - a. Report any consumption of alcohol on the Premises to the Stevens Point Police Department
 - b. Prohibit the use of tobacco products or smoking upon the Premises
 - c. Keep aisles clear of objects and spectators
 - d. Prevent spectators from standing upon the bottom rail along the field-side edge of the bleachers
 - e. Eject from the Premises any person who sits on the rail at the top of any bleachers
 - f. Stand on the track at the football field and/or above the bleachers for hockey and prevent spectators from entering the restricted areas.
9. System is responsible for providing its own security for its events and activities.

10. System shall abide by all of the rules and regulations posted on signage throughout the Premises by the City.
11. City shall not be responsible for losses of any type, including but not limited to theft or mysterious disappearance of personal property, injury to System or participants in the Event, or monetary loss incurred by System as a result of the Event.
12. All supervision necessary for the use of the Premises by System shall be furnished by System, together with all necessary protective equipment.
13. System shall be responsible for providing adequate adult supervision for all non-adults present at the Premises during the Event.
14. System shall limit the number of spectators admitted into the Premises in accordance with the City's ordinances and Wisconsin State Statutes.
15. City retains the right to stop the Event prior to its completion if the City determines that continuing the Event would be unduly detrimental to the Premises.
16. System's failure to observe any of the terms of this Agreement is cause for Systems' ejection from the Premises at the discretion of the Facility Manager (or designee).
17. System shall not remove any equipment belonging to the City from the Premises without written permission of the City.
18. System shall not allow vehicles or trailers on the turf field surface unless equipped with low pressure turf tires which have been inspected and approved by City prior to their use.
19. System is prohibited from the use/consumption of sunflower seeds, chewing gum, popcorn, hard candy, or other items upon the field that would be difficult to remove from the turf field fibers. System's failing to comply with this paragraph shall compensate City for the staff time needed to remove such waste materials from the turf field.
20. Due to the potential for damage to the track surface, System shall only cross the track in designated covered areas
21. System expressly waives any and all claims for compensation of any and all losses or damages sustained by reason of any interruption of the stadium lights or any utility services to the Premises.
22. System shall have access to and use of the main press box during the Event. System's access to and use of the portion of the press box which has been remodeled by UWSP (Chancellors' box) shall be requested and coordinated through UWSP Athletic Department.
23. System shall promptly clean any blood or bodily fluids on the turf field in accordance with the procedure contained in the National Safety Standards for Blood/Bodily Fluid Clean-up.
24. The football field and track may not be used in the event of any snow thereupon.

25. The City reserves the right to cancel a resurfacing before warm-ups, between periods and after games.
26. Cleaning of the facilities for athletic programming shall be included at no additional expense to the System. Commencements, concerts, large gatherings and other special events which require cleaning to be performed by the City shall result in cleaning fees. The cleaning fees shall be negotiated and agreed to by the City and System prior to the commencement, concert, large gathering or special event being scheduled. The System may provide their own cleaning personnel for these type of non-athletic programming events to save cleaning fees if desired.
27. Twenty-five percent (25%) of the advertising revenue generated at Goerke Park by the System on the fence or via the video board shall go to the City and be deposited into the Goerke Park Improvement Reserve Fund to help pay the cost of the football field turf replacement.

C. Exhibits

1. A series of improvements has been agreed to by the City and System. Those improvements have been outlined in a Letter of Understanding agreed to by both parties. That letter of understanding is attached as Exhibit A.

D. Reciprocity

1. UWSP has granted the City and their designees free reciprocity use of all turf athletic fields at UWSP for the life of this agreement and any future extensions to this agreement. This reciprocity agreement shall extend to System for their activities. System shall schedule their activities through UWSP for the fields located at UWSP.

E. Additional Provisions

- a. **Force Majeure:** Neither party shall be liable for any failure to perform its obligations or for any interruptions to the use of the Premises or failure to hold the Event(s) where such failure or interruption is caused by reason of fire, storm, explosion, strike, lockout, labor dispute, casualty, accident, lack or failure of sources of supply or labor, fuel supply, acts of God or of the public enemy, riots, interferences by civil or military authorities in compliance with the laws of the United States of America or the State of Wisconsin or the laws, orders, rules and regulations promulgated by any other governmental authority, or by reason of any other cause beyond such party's control.

In the case of a Force Majeure event, the City and System agree that the operational pledge amounts for that year shall be reflective of actual use and to account for cancelled games and practices related to the Force Majeure based upon a reduction of the payment proportional to the percentage of Events that are canceled due to such Force Majeure event.

- b. **Assignment:** This Agreement shall not be sublet or assigned by System to any other party without first obtaining the prior written approval of the City. Any request by System for such approval shall be submitted to the City in written form.

- c. **Indemnification:** To the extent consistent with Wisconsin law, and specifically Wis. Stats. §§895.46 and 893.82, System shall indemnify and hold harmless the City and its directors, officers, agents or employees from and against all claims, suits, actions, damages, or causes of action arising during the terms of the Agreement for any personal injury, loss of life or damage to the property sustained by reason or as a result of the use of the Premises for the Event for which the Agreement is entered into and from and against any orders, judgments, or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses, and liabilities incurred in or by reason of the defense for any such claim, suit or action and the investigation thereof (collectively, the "Liabilities"), provided, that the foregoing shall not cover or be applicable to any Liabilities directly and solely caused by any act or omission of the City. This paragraph shall expressly include and the provisions of this paragraph shall apply to any use by System of a scissor-lift, boom lift, portable tower, or other similar apparatus in or upon the Premises for any purpose whatsoever, but this sentence shall not limit or condition the applicability of this paragraph in any way. Consistent with the aforementioned state laws, System further indemnifies and holds the City harmless from and against any and all claims, losses or expenses that may arise in connection with the cancellation of any Event due to rain. Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of the City and System as are provided for by law. This provision shall survive the termination of this Agreement.
- d. **Compliance with Americans with Disabilities Act:** System understands that the City in providing the facilities does not act as the presenter or promoter of the Events. The City as the owner of the Premises will, to the extent required by law, be responsible for ensuring that the Premises comply with applicable rules and regulations, including without limitation, the Americans with Disabilities Act. However, it shall be the System's responsibility to ensure that any special assistive or other accommodations are provided for its disabled guests, invitees and employees of the event.
- e. **Non-Discrimination:** System's represents and warrants to the City that System does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Systems' use of the Premises or presentation of the Event on account of a protected class in violation of law applicable to System. System further covenants that no individual shall, solely by reason of a protected class in violation of law applicable to System, be excluded from participation in, be denied services, or be subject to discrimination in connection with the use of the Premises under this Agreement. The City acknowledges that the System is a Roman Catholic school system and agrees that nothing included in this Agreement is intended to limit or infringe on System's religious expression or its enjoyment of First Amendment Free Exercise rights.
- f. **Default:** If either party fails to comply with any material term or condition of this Agreement and/or fails to perform any of its obligations hereunder, then that party shall be in default. Upon the occurrence of a default hereunder which is not cured within (30) thirty business days after receipt of notice of default either in writing or via e-mail, the non-defaulting party, in addition to all remedies available to it by law, may immediately upon notice to the defaulting party in writing or via e-mail, terminate this Agreement. If System is the defaulting party, all deposits, payments, advances, or other compensation paid by the System to the City shall be forfeited and

become the property of the City.

g. **Insurance.** System shall at all times during the Use Period maintain policies of general liability insurance and worker's compensation insurance applicable to any losses, injuries, claims, demands, suits, and causes of action that could arise from System's use of the premises for an Event. System shall provide the City with evidence of such insurance and shall promptly inform the City in writing of any change in status of such insurance.

h. **Governing Law:** This Agreement shall be construed, interpreted, enforced and governed by and under the laws of the State of Wisconsin. Exclusive jurisdiction and venue of any actions arising out of or relating to or in any way connected with this Agreement shall be in Portage County, Wisconsin. System shall abide by and comply with all applicable governmental (municipal, county, state, federal, or WIAA) laws, ordinances, codes, licensing requirements, rules and regulations in its use of the Premises, including regulations of the Stevens Point Department of Parks Recreation and Forestry, a copy of which can be viewed by System on the City's website.

i. **Notices:** Any notices or communications sent pursuant to this Agreement shall be addressed as follows:

j. For City:
Mike Wiza, Mayor
City of Stevens Point
1515 Strongs Avenue, Stevens Point, WI 54481

For System:

Cindy Weber, President.
Pacelli Catholic Schools, Inc.
1301 Maria Drive, Stevens Point, WI 54481

For City: _____ Date: _____

For System: _____ Date: _____

