

Our intention is to have in-person meetings going forward. For the time being, we will hold the City Committee Meetings, Plan Commission, Council and most others at the Community Room at 933 Michigan Avenue. This in-person location will meet the legal requirement for our open meetings.

We will have a virtual option available, but the technology for the hybrid style meeting may not be reliable all of the time.

REGULAR MEETING
Board of Park Commissioners
January 3, 2024 - 6:30 PM

Community Room
933 Michigan Avenue, Stevens Point, WI

OR

[Zoom Teleconferencing](#)

Meeting ID: 874 6810 5274 | Passcode: 024223

By Computer: [Join](#)

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

AGENDA

Discussion and Possible Action on:

1. Roll Call.
2. Approval of November 1, 2023 meeting minutes
3. Approval of awarding the timber sale contract for Yulga Park and the West River Park area to Weekly Timber & Pulp, Inc for a total estimated revenue value of \$11,800.
4. Approval of awarding the 2024 Tree Care Operations Quote for the Stevens Point Forestry Department to The Tree Fella Company.
5. Approval of design for Seramur Park restroom shelter.
6. Revision of Parks, Recreation and Forestry Department recreation refund policy #1.02
7. Director's Report
 - a. Groholski Park design and bidding update
 - b. Forestry/PD Garage update in Goerke Park
 - c. Winter sports and outdoor ice rinks update
 - d. KB Willett/Goerke Park project update
8. Adjournment.

Meeting Rider

Any person who has special needs while attending this meeting or needing agenda materials for this meeting should

contact the City Clerk as soon as possible to ensure a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569, TDD # 346-1556 or by mail at 1515 Strong's Ave., Stevens Point, WI 54481.

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

SPECIAL NOTICE

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

Agenda Notes

3. Approval of awarding the timber sales contract for Yulga Park and the West River Park area to Weekly Timber & Pulp, Inc. for a total estimated revenue value of \$11,800.

The Forestry Department received two bids from logging companies to perform the logging and to purchase the timber for the Yulga Park and West River Park areas. A bid tab showing both bids is included in the packet. If awarded, the harvest will most likely take place in early 2024 and our department will mail letters and media releases will be provided to notify the public of the timeline as it is firmly known.

Staff recommends awarding the contract to Weekly Timber & Pulp, Inc. who was the higher of the two bids received.

4. Approval of awarding the 2024 tree care operations quote for the Stevens Point Forestry Department to The Tree Fella Company.

We received two bids for the 2024 tree care operations and the bid tab is included in your packet. Additionally, staff has included a spreadsheet in the packet which shows the 2023 pricing in comparison to the 2024 pricing, you will notice the low bid received for 2024 is actually lower than 2023. We have worked with The Tree Fella Company in years prior and have had good results. These costs are an estimate and the unit pricing is the most critical component of this bidding exercise. The dollars necessary to perform these operations are budgeted for annually.

Staff recommends awarding the 2024 tree care operations quote to The Tree Fella Company.

5. Approval of design for Seramur Park restroom shelter.

In November the park commission reviewed the floor plan and building design for the Seramur Park Pavilion. Since that meeting, no additional comments or feedback has been received by the department requesting changes. Staff is asking for approval to proceed with the design that was presented which will allow for bidding and construction to begin with an anticipated completion date of September 1, 2024.

Staff recommends approval of the Seramur Park restroom shelter as presented.

6. Revision of Parks, Recreation and Forestry Department Recreation refund policy #1.02

This policy was originally implemented and approved in 2020. Since that time, the learn to skate program has been sanctioned by Learn to Skate USA and we pay a fee per participant to maintain that membership program. The revised language is being proposed to cover the fee that the City pays to Learn to Skate following a participant registering for the program. Aside from the Learn to Skate fee being incorporated in the refund process to prevent the City from losing money during a refund process, the rest of this process remains the same. The new language is included with red text within your packet for review.

Staff recommends approving the revised policy as written.

**REGULAR MEETING MINUTES
Board of Park Commissioners
November 1, 2023 - 6:30 PM**

**Community Room
933 Michigan Avenue, Stevens Point, WI**

OR

[Zoom Teleconferencing](#)

Meeting ID: 867 7893 7846 | Passcode: 888330

By Computer: [Join](#)

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

I. Discussion and Possible Action on:

1. Roll Call.

Present: Alder Broderick, Freckmann, Disher, Glodosky, Alder Keymer, McDonald, Okonek, Przybylski, Sorenson,

Also Present: Jonathan Heft, Steven McKay

Excused: Alder Shorr, Carrie Winn

2. Approval of September 14, 2023 meeting minutes

Motion to approve by McDonald, second by Glodosky; passed 9-0.

3. Discussion on Seramur Park restroom shelter design.

No action.

4. Memorandum of Understanding for the construction of an open air shelter with a single flushable restroom, park lighting, sidewalk pathways and two on-street ADA parking stalls in Seramur Park.

Motion to approve the MOU as written and to allow minor edits to be made by city staff, if needed; made by Disher. Second by Przybylski, passed 9-0.

5. 2024 Fees and Charges for the Parks, Recreation and Forestry Department.

Motion to approve the 2024 Parks, Recreation and Forestry Department fee structure as presented with the changes as discussed at the meeting made by Okonek, second by Disher; passed 9-0.

Changes made at meeting:

1. Increase non-resident fee from \$25 to \$50.
2. Inclusion of Parker Building rental at \$175
3. Inclusion of after-hours call in fee of \$95
4. Making the 2025 rates be a 3% to the nearest \$5.00
5. No increase for 2024, 2025 or 2026 to the daily admission rates for pool or KB

Willett arena

6. Director's Report

- 1. Park Commissioner, John Okonek, 30 year anniversary recognition**
- 2. KB Willett and Goerke project updates**
 - a. Press box roof leak**
 - b. Recladding and existing vapor barrier on KB Willett's existing southern wall**
- 3. Pfiffner Pioneer Park and Cultural Commons area contamination update**
- 4. Recreation Division Update**

No action.

- 7. Adjourn into closed session pursuant to Wis. Stats. 19.85 (1) (e) – deliberating or negotiating the purchasing of public properties, the investing of public funds, or the conducting other specific public business, whenever competitive or bargaining reasons require a closed session on the following:**

- A. Consideration of a real estate donation for public park usage, where such a donation requires commitment by the City for the future use of the property**

Motion to adjourn into closed session by Broderick, second by Okonek. Roll call vote held, 9-0.

8. Adjournment.

Meeting adjourned at 7:50 pm.

Stevens Point Parks, Recreation and Forestry Department 2024 Timber Sale Bid Tab

Weekly Timber & Pulp Company

Species/Product**	Cordwood (cords)*	Minimum Bid	Bid Price	Estimated Bid Value
Red Pine Pulp & Bolts	305	\$25/cord	35.00 /cord	10,675.00
Scotch Pine Pulp & Bolts	45	\$20/cord	20.00 /cord	900.00
White Pine Pulp & Bolts	5	\$25/cord	25.00 /cord	125.00
Hardwood Firewood	10	\$5/cord	10.00 /cord	100.00
Total	365 Cords		Total Est. Value:	11,800.00

*All volumes are estimates and are not guaranteed.

**Red Pine is estimated to be 50% bolts.

Javorek Logging Inc.

Species/Product**	Cordwood (cords)*	Minimum Bid	Bid Price	Estimated Bid Value
Red Pine Pulp & Bolts	305	\$25/cord	15 /cord	4,575.00
Scotch Pine Pulp & Bolts	45	\$20/cord	15 /cord	675.00
White Pine Pulp & Bolts	5	\$25/cord	15 /cord	75.00
Hardwood Firewood	10	\$5/cord	5 /cord	50.00
Total	365 Cords		Total Est. Value:	5,375.00

*All volumes are estimates and are not guaranteed.

**Red Pine is estimated to be 50% bolts.

TIMBER SALE CONTRACT

This Contract is entered into on December 14, 2023 by and between City of Stevens Point, WI (Seller), and Weekly Timber and Pulp, Inc. (Purchaser). Contact information is listed in paragraph 39 of this agreement.

Seller hereby authorizes Purchaser to enter upon the following described lands (Property) for purposes of cutting and removing timber marked or otherwise designated by Seller:

County: Portage Town Name: City of Stevens Point

Town: 22N; Range 8E; Section 15; Legal Description(s) pt of NESE, pt of NWSE, pt of SWSE

Town: 23N; Range 8E; Section 6; Legal Description(s) LOT 1 CSM#8286-32- 116&A BNG PRT FRAC SW&GL3 SUBJ TO RC-650070;SUBJ ESMT AGRMT CSM32/116 DES 650071' SUBJ COV-662207 S6 T23 R8 662207;811333ESMT.

W 200' OF S 360.3' OF N 660.3' GL 4;SUBJ RC- 670023;SUBJ TO ESMT AGRMT- 670025-6;SUBJ RC-672109 S6 T24 R8 670023 670024 671485 671486-ASSGMT.

S1/2 GOVT LOT 4 EX PT LYG E WEST RIVER DR;SUBJ TO RC-670023;SUBJ ESMT AGRM 670025&6;SUBJ RC 672109 S6 T23 R8 670023 670024 671485 671486-ASSMT.

E1/2 S1/2 FR SW1/4 &E 1/2 N1/2FR SW1/4 EX W400 EX MCDONALD 3.8A&PT SW1/4 GL3DES179/368EX CSM32/116; EX719/105;SUBJ RC-670023-4; SUBJ670025&672109 547945 671486ASG;671485

Property is further described on the map(s) or diagram(s) attached to and made a part of this Contract.

FOR AND IN CONSIDERATION of the following terms and conditions Seller and Purchaser mutually agree:

CONTRACTING PARTIES

1. CONTRACTING PARTIES

- a. Seller and Purchaser. In this Contract, Seller and Purchaser include their respective officers, employees, agents, directors, partners, representatives, successors, heirs and members.
- b. Purchaser Ceases to Exist. If Purchaser ceases to exist, in fact or by law, Seller may terminate this Contract without waiving any remedies available to it and take all action necessary to assure its performance.
- c. Subcontracting. This Contract or work under it may not be assigned or subcontracted in part or in whole without prior written approval from Seller and may be changed or amended only in writing. Purchaser agrees to notify surety, if any, of any such change or amendment. All subcontracted logging crews must be approved by seller prior to commencement of harvesting.

ENTIRE CONTRACT

2. **ENTIRE CONTRACT.** This Contract, together with specifications in the request for bids as well as reference to parts and attachments, shall constitute the entire agreement and any previous communications or agreements pertaining to this Contract are hereby superseded. Any amendments to this Contract shall be in writing, signed and dated by both parties.

3. **ATTACHMENTS.** Any and all attachments to this Contract shall be made a part of this Contract and be fully complied with, including:

- a. Map(s) or Diagram(s) of Sale Area;
- b. Prospectus, Bid Form

CONTRACT PERFORMANCE, PERIOD, EXTENSIONS AND TERMINATION

4. PERFORMANCE

- a. Commencement. Cutting and removal of timber in conformance with this Contract may commence and continue only after the signing of this Contract by both parties and only after submission and maintenance of all bonds, certificates or statements required under it.
- b. Contract Oversight. Cutting and removal of timber purchased under this Contract shall be conducted in conformance with this Contract and in a good and workmanlike manner with reasonable diligence to assure completion of all performance within the Contract period specified in par. 5. Purchaser shall notify Seller or Seller's Agent, Valley View Forestry, LLC (Forester) at least one week prior to commencing harvest of timber designated herein and upon completion of the cutting. In the event that the harvest is temporarily discontinued for more than one week, Purchaser agrees to notify Seller or Seller's Agent both upon discontinuance and resumption of harvest. Notification under this paragraph may be made by telephone to (715) 922-0037. Seller or Seller's Agent may require an onsite meeting before commencement of harvesting.
- c. Inspection. Seller retains the right of ingress and egress to and on the sale area and may inspect the sale area and trucks hauling forest products from or traveling on the sale area at any time. If inspection reveals any violations of this Contract Seller shall promptly notify Purchaser. Upon notice from Seller, Purchaser shall promptly take measures to remedy the violation.
- d. Access. Purchaser has no access or privilege to go upon Seller's property other than to comply with this Contract and may not authorize access or use to others except for the sole purpose of performing this Contract.

5. CONTRACT PERIOD

- a. All work under this Contract shall be completed between signing of Contract by both Parties and 3/31/2025 (Contract ending date), FOR TIME IS OF THE ESSENCE. Contract amendments or extensions may not be relied upon by Purchaser for the purpose of completing performance under this Contract.

- b. Seller may temporarily suspend operations under this Contract due to excessive property damage, wet conditions or at other reasonable¹ times upon notice to Purchaser or other persons operating on sale area under this Contract with subsequent equitable adjustment of this Contract as mutually agreed upon by the parties.

c. **No logging activities may take place during the nine-day gun deer season in November.**

6. CONTRACT EXTENSIONS. If extensions of this Contract are deemed reasonable by Seller, stumpage price agreed upon herein shall be renegotiated at that time. No reduction of stumpage price shall be allowed unless specifically agreed to by Seller. An additional \$ advance payment will be required if contract extension is necessary.

7. TERMINATION. Seller or Purchaser may terminate this Contract by oral or written notice to the other party upon its breach. Upon such notice, Purchaser shall cease all operations on and immediately leave, and not return to, Seller's property unless otherwise provided by Seller.

BOND, REMEDIES AND DAMAGES

8. BOND.

- a. A performance bond in Seller's favor in amount of ~~\$1,770.00~~ in cash, by surety bond, or in any other form accepted by Seller, shall be submitted to be retained by Valley View Forestry, LLC to assure full and complete performance of Contract by Purchaser to reasonable satisfaction of Seller. Failure to submit bond shall be considered a breach of this Contract and subject Purchaser to liability for damages. Purchaser agrees that bond shall be forfeited to Seller as liquidated damages upon Seller's determination that a condition or term of this Contract has been breached by Purchaser; unless Seller can reasonably determine actual damages suffered as a result of breach of Contract. Damages assessed under this Contract are the responsibility of Purchaser and may be deducted from this performance bond and otherwise collected by Seller.
- b. Purchaser agrees that performance bond may be retained by Valley View Forestry, LLC until all performance under this Contract has been completed to Seller's satisfaction and Forester determines performance has been so completed. If Forester determines performance has not been completed satisfactorily and in conformance with this Contract, performance bond may be retained by Valley View Forestry, LLC until Seller can determine damages caused by the lack of performance. Only in the event Purchaser provides written notice of sale completion to Seller shall Seller have sixty (60) days to determine that performance has been completed as required under this Contract.
- c. In the event of a dispute, the involved parties hereby consent to engage the services of an impartial third-party mediator mutually approved by both parties as the initial step for resolving the dispute. Should the resolution not be achieved in step 1, the subsequent step entails the adjudication of the dispute within the jurisdiction of the Portage County Circuit Court.

9. REMEDIES.

- a. If timber or other forest products not specifically described in this Contract or designated by Seller for cutting are cut, unreasonably damaged or removed by Purchaser, Seller may pursue any and all remedies for unlawful use of Seller's property and cutting, unreasonable damage or removal of property without consent, including seeking of criminal or civil charges for theft, timber theft or criminal damage to property, in addition to any Contract remedies for breach.
- b. If Seller or Purchaser seeks damages for breach of this Contract through court proceedings, and if either party prevails in such proceedings, in whole or in part, then the non-prevailing party agrees to pay all of the prevailing party's actual and reasonable expenses, including expert witness fees.
- c. Seller agrees to mitigate damages for breach by offering timber for resale if Forester determines the timber is saleable based upon its volume or quality.
- d. Seller may, when it deems it reasonable and in the best interest of Seller, allow Purchaser to continue performance under Contract and Purchaser shall pay as liquidated damages double the mill value as determined by Seller for timber or other forest products cut, removed or damaged without authorization under or in violation of this Contract. Seller's permission to continue cutting shall not be considered a waiver of breach nor prevent it from considering such breach for purposes of asserting any other remedies available to it. It is agreed that double mill scale sum is a reasonable estimate of probable damages suffered by Seller and shall not be construed as or held to be in nature of a penalty.

10. DAMAGES. Damages to be paid to Seller upon Purchaser's failure to perform this Contract include, but are not limited to:

- a. The difference between Purchaser's bid value of timber not cut and removed under this Contract and the value returned to Purchaser. Seller agrees to mitigate damages for breach by offering the timber for resale within 12 months if Seller determines timber is salable based upon its volume or quality.
- b. Triple average stumpage rate established in NR 46.30, Wisconsin Administrative Rules, for timber cut, removed or unreasonably damaged without authorization under or in violation of this Contract. Seller's decision to assess triple damages as provided here and to allow Purchaser to continue performance under this contract shall not be construed as a waiver of other contract performance requirements.
- c. All costs of sale area cleanup or completion of performance not completed by Purchaser.
- d. All costs of resale of timber not cut and removed as required under this Contract.
- e. Purchaser agrees that if timber identified in this Contract for cutting is to be resold due to a breach of this Contract, Seller is not obligated to give oral or written notice to Purchaser of resale.

PRODUCTS TO BE REMOVED

11. Title to stumpage and any forest products cut under this Contract shall remain with Seller until product leaves Seller's property or product is on seller's property and paid for. All cut products shall be removed from Seller's property within 60 days of being cut unless otherwise provided for by Seller in writing. Title to cut stumpage products not removed within 60 days of being cut and un-cut stumpage products not cut and removed before the end of Contract period, even though paid for, shall revert to Seller and Seller shall be under no obligation to return payments to Purchaser.

¹ "Reasonable" in this contract is defined as fair, proper, just, moderate, and suitable under the circumstances, not arbitrary or capricious.

12. During the period of this Contract, Purchaser is authorized and shall cut, remove and pay for timber or forest products marked or designated as described on attached sale prospectus or map.

SALE TYPE, SCALING, HAULING AND PAYMENTS

13. SALE TYPE

SCALED PRODUCTS SALE:

FLAT RATE METHOD. The payment as established by the Price per Unit in Par. 16 shall be based on sawtimber, bolt, cordwood, or piece product volume as measured by product dimensions or weight. **The price paid per board foot, cord or piece is a flat rate by product as defined in Par. 20 regardless of the quality, destination or use of the cut product.** Purchaser shall sort products in such a manner as to return the highest reasonable value to the Seller. The volume and grade shall be measured at the primary processing facility (the Mill or its agent) to whom Purchaser delivers the product and to whom the cut product is sold.

14. HAULING PROCEDURE AND PAYMENT SCHEDULE FOR SCALED SALES

MILL SCALE. Purchaser shall keep a record of each load removed and its destination. Failure to keep a record of any load and its destination shall be a violation of this Contract and considered theft. Payments shall be made according to the following schedule: Purchaser shall pay Seller for products delivered to the Mill, as measured on the mill scale slip, within 30 days of delivery. Purchaser shall include copies of mill scale slips with payments. Payments shall be made payable to Seller and mailed to Forester.

15. TIMBER PRODUCTS TABLE

Purchaser agrees to pay Seller the unit price for the volume of product by species that is harvested. In the case of lump sum sales, the unit prices shall be used for sale add-ons or calculation of damages.

Species to be Harvested	Product (Sawtimber, Cordwood, Posts, Poles, Biomass, etc.)	Estimated Volume	Price per Unit (MBF ² , Cord, Piece, ton, etc.)	Total Value of Estimated Volume
Red Pine	Pulp and Bolts	305 cords	\$35.00/cord	\$10,675.00
Scotch Pine	Pulp and Bolts	45 cords	\$20.00/cord	\$900.00
White Pine	Pulp and Bolts	5 cords	\$25.00/cord	\$125.00
Hardwood	Firewood	10 cords	\$10.00/cord	\$100.00
Total Estimated Value:				\$11,800.00

16. Cord means 128 cubic feet³ of wood, air and bark assuming careful piling.

17. For Products measured by weight but paid for by cord the weights shall be converted to standard cords using the following⁴ weight conversions agreed to by Seller and Purchaser:

Species	Tons/Cord	Species	Tons/Cord	Species	Tons/Cord
Pine pulp	2.2	Pine bolts	2.4	Hardwood pulp	2.5

- If necessary, sawlogs cord to MBF conversion will be 2.25 cords per MBF.
- Wisconsin DNR conversion specifications published in chapter NR 46.30 (1) (g) at the time of contract signing shall be used for any other necessary conversions.

18. The volumes of timber indicated in this Contract or other appraisal or cruise documents of Seller are estimates. Seller gives no warranty or guarantee respecting the quantity, quality or volume of marked or otherwise designated timber or forest products on the sale area.

UTILIZATION AND OPERATIONS

19. **STUMP HEIGHT; TOPS.** Tree stumps shall be cut as close to the ground as practical. For sales including cordwood products, trees shall be utilized to a 4" minimum top diameter. Title to tops shall remain with Seller and may not be utilized by Purchaser, or at Purchaser's direction, unless otherwise specified in this Contract.

20. **PRODUCT SPECIFICATIONS.** All products shall be cut and sold in a manner which returns the highest reasonable value to Seller as determined by current market specifications. Product specifications listed here are to be used as a guide. Deviation from these specifications due to available markets is acceptable only if such deviation returns a higher overall value to Seller. Minimum product specifications for sawlogs are those defined by the Timber Producers Association of Michigan and Wisconsin as of May 1, 2005 as a grade #2 log or better, all other logs being tie logs. A hardwood bolt is any product that does not meet sawlog specifications and is straight and sound and has a minimum small end diameter of 8". Softwood bolt has a minimum small end diameter of 6". All other products shall be pulp. Selling any product as firewood must be approved by Seller or Forester prior to being removed from property.

² "MBF" means "thousand board feet"

³ Mills may measure cordwood with a 4" trim allowance, resulting in 133 cubic feet.

⁴ Proposed weight conversions were included in the timber sale prospectus.

- 21. WASTE.** Purchaser agrees to complete all operations and performance as described in this Contract without waste or nuisance on the sale area or any other property of Seller or adjoining land used in conjunction with the harvest and use reasonable care not to damage trees not designated or marked for cutting. Young trees bent or held down by felled trees shall be promptly released.
- 22. ROADS, LANDINGS, MILL SITES, CAMPSITES, EROSION CONTROL, BEST MANAGEMENT PRACTICES (BMPs).**
- a. When not otherwise designated by Seller, the location of roads, landings, mill sites and campsites on Seller's property are subject to advance approval and under the conditions established by Seller. All restoration, cleanup or repair of roads, bridges, fences, gates, landings, mill sites and campsites necessary as a result of logging activities, or the cost of cleanup, if not completed by Purchaser to the reasonable satisfaction of Seller, is the responsibility of Purchaser.
 - b. Large logging debris accumulated at landing areas shall be scattered within the sale area to the reasonable satisfaction of Seller. Purchaser shall not be responsible for cleanup of bark, twigs and a reasonable amount of small (2 inches diameter or less) branches accumulated at landing site.
 - c. Roads, trails and landings shall be left level and free of slash to the reasonable satisfaction of Seller upon completion or termination of this Contract.
 - d. Purchaser agrees to comply with Best Management Practices (BMP) guidelines as described in "*Wisconsin's Forestry Best Management Practices for Water Quality*" published by the Wisconsin Department of Natural Resources, publication FR-093. Identify BMPs of particular concern: none
 - e. Purchaser agrees to take precautions to prevent the spread of invasive species as described in Wisconsin Department of Natural Resources' invasive species guidelines. Identify species and actions of particular concern: none
- 23. SOIL DISTURBANCE AND RUTTING**
- a. Purchaser agrees to take steps and precautions to avoid and minimize soil compaction and rutting. If soil compaction or rutting occurs, Purchaser agrees to work cooperatively to mitigate and repair any and all instances of soil compaction and rutting where reasonably possible.
 - b. Seller may require suspension of logging activities if conditions favorable to rutting exist.
 - c. Soil disturbance (not rutting or compaction) is encouraged in areas where regeneration from tree seeds is required. Soil disturbance shall be minimized in areas highly susceptible to erosion.
- 24. OTHER APPROVALS.** Logging roads that intersect town, county or state roads or highways must have the intersections approved by the proper authorities prior to construction and cleared of all unsightly debris at the time of construction. Purchaser agrees to apply for and obtain all approvals. Purchaser also agrees to fully comply with all terms and conditions of intersection approvals.
- 25. SLASH REMOVAL.** Slash as defined in s. 26.12, Wis. Stats., shall be disposed of as follows:
- a. Slash falling in any lake or stream, adjoining wetland, in a right-of-way or on land of an adjoining landowner shall be immediately removed from the waters, wetland, right-of-way or adjoining land. Tops from felled trees may not be left hanging in standing trees. All trees shall be completely felled and not left leaning or hanging in other trees.
- 26. CLEANUP AND USE OF SALE AREA.**
- a. Purchaser shall remove equipment, tools, solid waste and trash remaining on sale area or Seller's property or adjoining land used in conjunction with harvest upon completion of performance under this Contract, termination of this Contract due to breach or request.
- 27. HAZARDOUS MATERIALS.** Purchaser agrees to properly use and dispose of all petroleum and hazardous products, including but not limited to oil, oil filters, grease cartridges, hydraulic fuel and diesel fuel. Any on-site spillage must be properly reported, removed and cleaned up by Purchaser in accordance with applicable statutes and rules of the State of Wisconsin.
- 28. ADDITIONAL UTILIZATION AND OPERATION REQUIREMENTS AND INSTRUCTIONS:**
- a. Between April 15 and August 15 all pine products must be removed from the site within two weeks, regardless of when they were harvested.
 - b. Oak wilt prevention: where oak trees are present, no cutting is allowed between April 1st and July 15th.
 - c. No trees or products over 16 feet in length may be skidded within the cutting area without written permission of the Seller.

NOTICE OF INTENT TO CUT AND COMPLIANCE WITH LAWS

- 29. SECTION 26 NOTICE.** Seller shall file a declaration annually with county clerk in any manner acceptable to the county of his or her intentions to cut forest products pursuant to section 26.03, Statutes, and comply with all other notice requirements, laws and ordinances with respect to work under this Contract.
- 30. OTHER PERMITS.** Seller and Purchaser shall work together on acquiring other necessary permits (such as wetland or stream crossing permits).

TITLE, BOUNDARY LINES AND ACCESS

- 31. TITLE.** Seller warrants that Seller has clear and unencumbered title to the stumpage subject to this Contract.
- 32. BOUNDARY LINES.** Seller guarantees to have the boundaries marked with paint or other suitable means before any timber is harvested.

33. **ACCESS.** Seller agrees to secure entry and right-of-way to Purchaser on and across the area covered by this Contract, including access via land owned by a third-party if necessary. Purchaser assumes responsibility for acquiring access other than what is provided by Seller.

LIABILITY AND INSURANCE

34. Purchaser agrees to protect, indemnify and save harmless Seller and Seller's employees and agents from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of timbering operations under this Contract or in connection with any action or omission of Purchaser, who shall defend Seller in any cause of action or claim.

35. Unless Purchaser is exempted by Seller from this coverage requirement as an independent contractor, as defined in s. 102.07(8)(b), Stats., and as determined by Seller based on an affidavit submitted to it, Purchaser agrees to elect to maintain worker's compensation insurance coverage for the cutting operation under this Contract and any and all employees engaged in cutting on Seller's land during the period of this Contract regardless of any exemptions from coverage under chapter 102, Wis. Stats. Purchaser must provide an original certificate of insurance naming Seller as a certificate holder so the insurance carrier can notify Seller should the insurance expire.

36. Purchaser agrees to furnish Seller upon request with a certificate of public liability insurance covering the period of logging operations on Seller's property for:

- a. \$1,000,000 single limit liability for personal injury or \$1,000,000 bodily injury per person and \$1,000,000 per occurrence; and
- b. \$100,000 property damage.

37. Purchaser shall notify Seller in writing, immediately upon any change in or cancellation of insurance coverage required by this Contract.

38. Purchaser is an independent contractor for all purposes including Worker's Compensation and is not an employee or agent of Seller. Seller agrees that the undersigned Purchaser, except as otherwise specifically provided herein, shall have the sole control of the method, hours worked, time and manner of any timber cutting to be performed hereunder. Seller reserves the right only to inspect job site for the sole purpose of insuring that the cutting is progressing in compliance with cutting practices established under this Contract. Seller takes no responsibility for supervision or direction of performance of any of the harvesting to be performed by the undersigned Purchaser or its employees. Seller further agrees to exercise no control over selection and dismissal of Purchaser's employees.

CONTACT INFORMATION

39. CONTACT INFORMATION:

(Note: Separate from this form, Seller and Purchaser are encouraged to provide one another with their Social Security Number or Federal Employer ID Number, needed to file tax returns or other financial documents.)

Seller:	City of Stevens Point	Purchaser:	Weekly Timber and Pulp Inc.
Name	<u>c/o Todd Ernster</u>	Name	<u>Andrew Komassa</u>
Address	<u>2442 Sims Ave</u>	Address	<u>PO Box 652</u>
	<u>Stevens Point, WI 54481</u>		<u>Wautoma, WI 54982</u>
Phone	<u>(715) 346-1532</u>	Phone	<u>(920) 765-0371</u>

Consulting Forester:

Kenneth Price – Valley View Forestry, LLC
3925 Jordan Rd
Stevens Point, WI 54482
715-922-0037

We have read and understand the entire Contract dated 12/14/2023 comprised of 5 pages.

SELLER

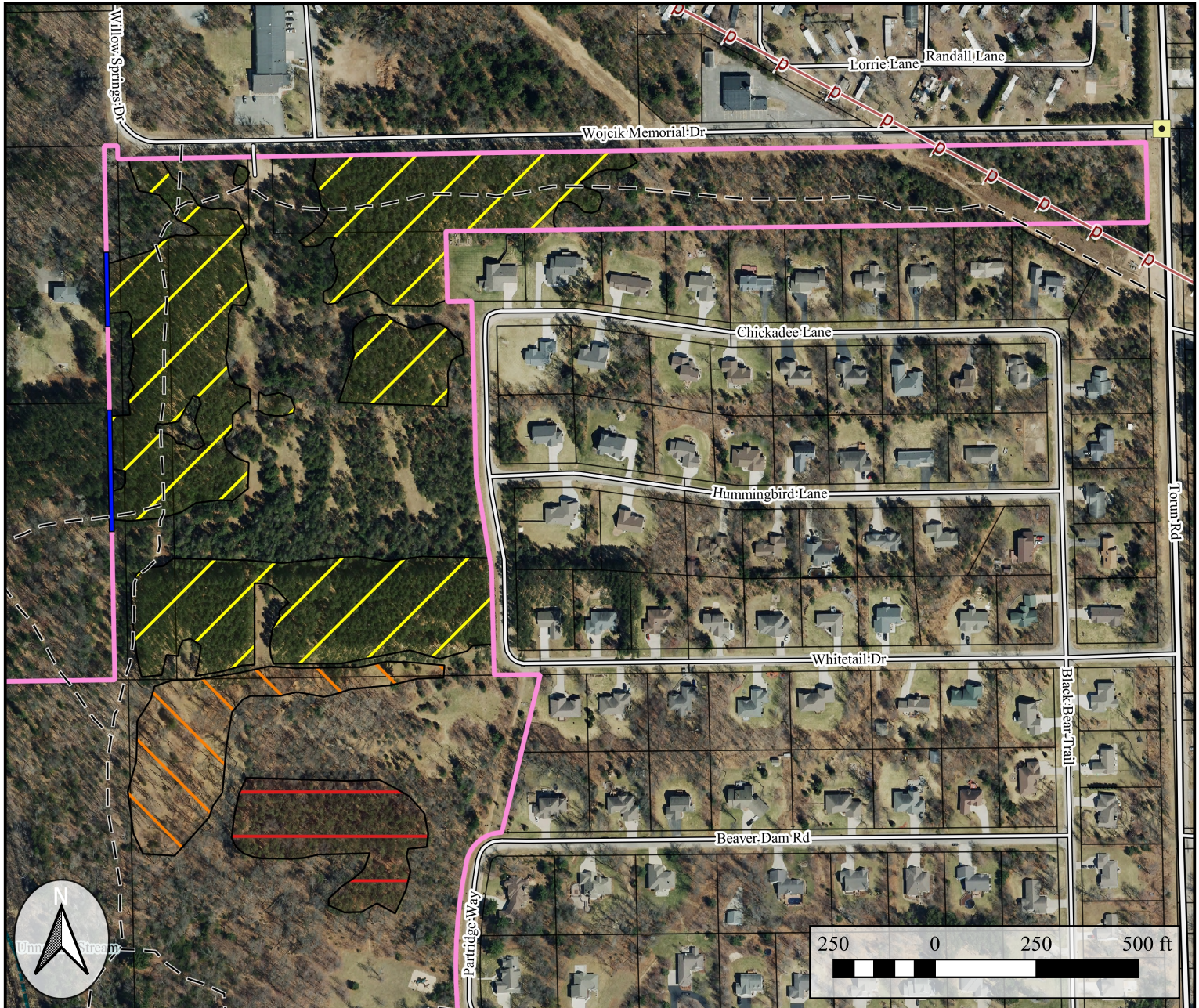
_____ (Print) _____ (Sign)

PURCHASER

_____ (Print) by _____ (Sign)

CITY OF STEVENS POINT NORTH TIMBER SALE MAP

Wood from sale IS NOT certified
pt of NESE, pt of NWSE, pt of SWSE S15 T22 R8E - City of Stevens Point - Portage County



Legend

- City of Stevens Point Property
- Property Line: Painted Blue
- Green Circle Trail
- Tax Parcels 2020
- Pipeline

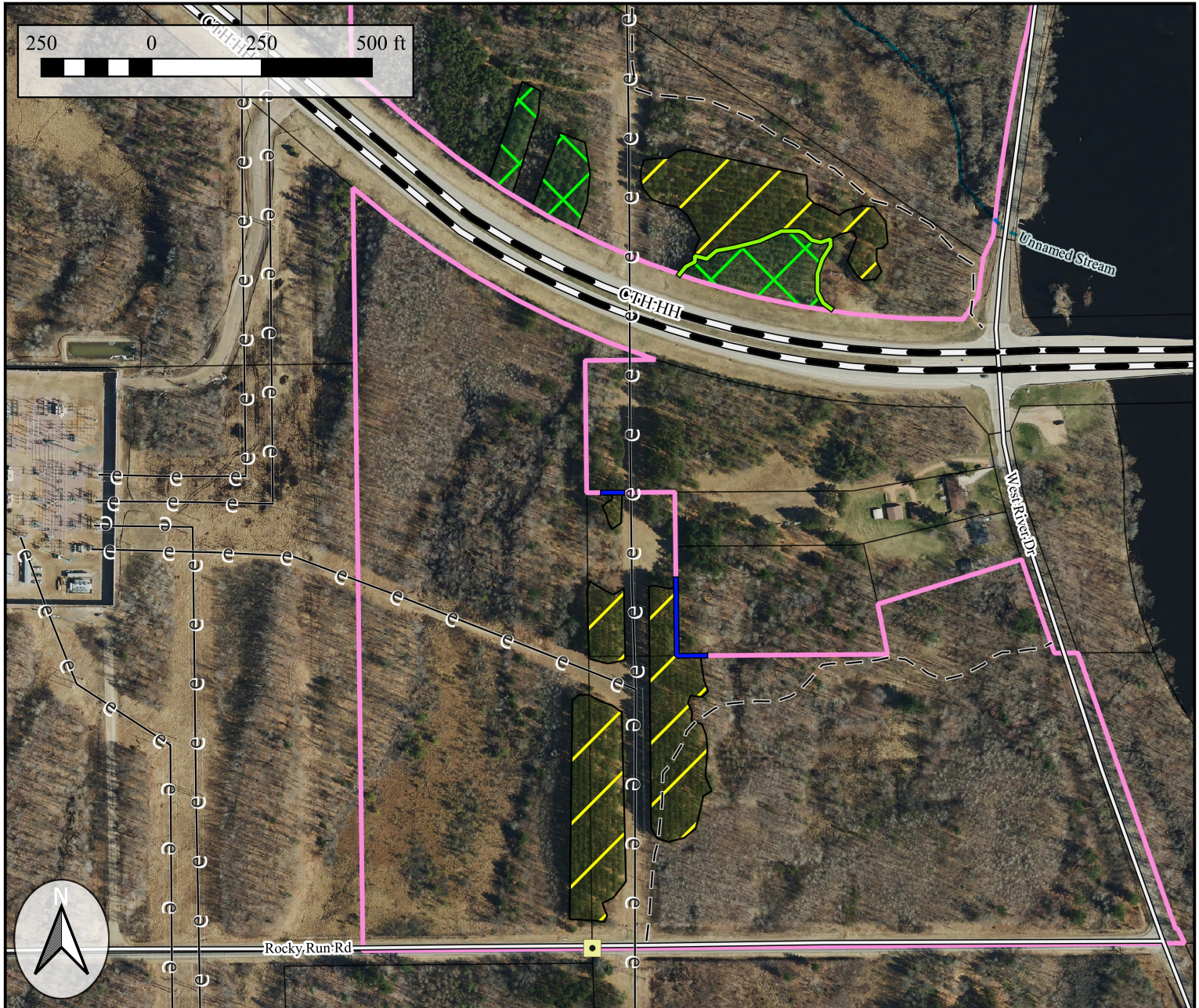
Harvest Descriptions

- Marked Pine Plantation Thinning (14.75 acres):
Harvest all stems marked with ORANGE paint.
Take extra care to keep slash off of disc golf fairways.
- Scotch Pine Harvest (2.25 acres):
Cut all scotch pine.
- Oak Wilt Removal (2.5 acres):
Cut all dead oak marked with an orange dot.

CITY OF STEVENS POINT SOUTH TIMBER SALE MAP

Wood from sale IS NOT certified

Lot 1 CSM #8286-32-116&A being pt of Frac SW & GL3 S6 T23 R8E - City of Stevens Point - Portage County



Legend

- City of Stevens Point Property
- Property Line: Painted Blue
- Harvest Change: Painted Green
- Improved Walking Trail
- Tax Parcels 2020
- e- Power Lines

Harvest Descriptions

- Marked Pine Plantation Thinning (4.75 acres):
Harvest all stems marked with ORANGE paint.
- Overstory Removal (1.5 acres):
Cut all merchantable red pine.

City of Stevens Point Timber Sale

Lot 1 CSM 8286-32-116, being pt of Frac SW & GL3 S6 T23N R8E; pt of NESE, pt of NWSE, pt of SWSE S15 T22N R8E

City of Stevens Point, Portage County



Marked Harvest (2.5 acres):

Harvest all dead oak marked with an orange dot.



Overstory Removal (1.5 acres):

Cut all merchantable stems.



Marked Pine Thinning (19.5 acres):

Harvest all stems marked with ORANGE paint. Take extra care to keep slash off disc golf fairways



Leave Tree (2.5 acres):

Cut all pine.

Species/Product**	Cordwood (cords)*	Minimum Bid	Bid Price	Estimated Bid Value
Red Pine Pulp & Bolts	305	\$25/cord	35.00 /cord	10,675.00
Scotch Pine Pulp & Bolts	45	\$20/cord	20.00 /cord	900.00
White Pine Pulp & Bolts	5	\$25/cord	25.00 /cord	125.00
Hardwood Firewood	10	\$5/cord	10.00 /cord	100.00
Total	365 Cords		Total Est. Value:	11,800.00

*All volumes are estimates and are not guaranteed.

**Red Pine is estimated to be 50% bolts.

1. If any product unit bids are below the indicated minimum bid, the entire bid will be voided.
2. The northern portion of the sale is on the Yulga disc golf course. The fairways must be kept clear of slash and brush. Cement tee boxes cannot be driven on. These will be marked with flagging.
3. Minimum 2-week notice required before harvesting the northern portion so that public notice of course closure can be made.
4. All pine stumps must be treated for HRD prevention within 24 hours of being cut.
5. Northern portion, logging operations allowed between November 1st and March 1st only except 9-day gun deer season.
6. Contractor is responsible for posting signage on Green Circle Trail and any necessary repair of damage to the trail.
7. Wood from this sale IS **NOT FSC CERTIFIED**.
8. Haul tickets will be provided and required for each load leaving site.
9. All sub-contracted crews must be approved by Valley View Forestry, LLC and landowner prior to being allowed on the property and conducting any harvesting related activities. Landowner reserves the right to reject any sub-contracted crew for any reason.
10. Sale by Scale.

Bidder's Name:

WEEKLY TIMBER + PULP, INC

Address:

PO Box 652

City/State/ZIP:

WAUTOMA, WI 54982

Phone:

920-765-0371 (Andrew)

BID DUE DATE: DATE by TIME

BID MAILING ADDRESS:

Valley View Forestry, LLC
Ken Price
3925 Jordan Rd.
Stevens Point, WI 54482

BIDS SUBJECT TO THE FOLLOWING CONDITIONS

1. Tons/cord conversions will be: pine pulp – 2.2, pine bolts – 2.4, hardwood pulp – 2.5. Weight conversions published in NR46.30 at time of contract signing will be used for any other necessary conversions.
2. The winning bidder will be given until 3-31-2025 to complete the sale. Contract extensions are not guaranteed but will be negotiable. Special consideration will be given to wet sites and access difficulty due to weather.
3. Forest haul roads and existing trails shall be left free of slash and in compliance with Forestry BMP's upon completion of sale. All pre-existing trails shall be left in as good or better condition as immediately prior to harvest.
4. Wisconsin DNR BMP's for water quality shall be followed. Steps shall be taken to minimize the risk of spreading invasive species.
5. The purchaser is responsible to see that harvesting is kept within the boundary indicated on the accompanying Timber Sale Map.
6. Timber sale contracts will be awarded in the name of the bidder on this form only. Bidder assumes responsibility for logging operations carried out by those other than direct employees of the bidder/contracted party. Landowner reserves the right to approve or deny the use of sub-contracted logging crews prior to the start of harvesting.
7. Timber sale contracts cannot be assigned in part or in whole without prior approval of both parties.
8. **The purchaser is required to provide proof of Worker's Compensation and General Liability insurance with \$1,000,000 minimum coverage.**
9. The landowner will warrant title to land and stumpage to be free from any encumbrances.
10. **A performance bond of \$1,200 or 15% of estimated bid value, whichever is greater, in the form of check or letter of credit, will be required at contract signing. Performance bond will be held by Valley View Forestry, LLC until sale is completed to satisfaction of landowner.**
11. Bids must be sealed and may be personally delivered to Ken Price or sent via mail. E-mailed bids are only acceptable if they are in an attachment and not part of the body of the email.
12. **Bid opening will be at Valley View Forestry, LLC office at TIME on DATE.** All interested buyers are invited to attend. Successful buyer will be expected to sign a standard timber harvest contract within 30 days of bid opening. Our intent is to accept the highest reasonable offer; however, the landowner reserves the right to reject any and all bids.

2024 Tree Care Bid Tab
City of Stevens Point Forestry Department

Item	Est Qty	Unit	Description	Zblewski Bros.		Tree Fella Co	
				Unit Price	Total	Unit Price	Total
1	1200	Inches	DIA of tree removal	\$ 17.05	\$ 20,460.00	\$ 15.00	\$ 18,000.00
2	1000	Inches	DIA of stump removal	\$ 3.85	\$ 3,850.00	\$ 3.40	\$ 3,400.00
3	200	Inches	DIA of area ground/tree planting	\$ 2.20	\$ 440.00	\$ 1.90	\$ 380.00
			Total 1-3		\$ 24,750.00		\$ 21,780.00
4	1	Tree	Trim tree 0-6" DIA	\$ 27.50	\$ 27.50	\$ 25.00	\$ 25.00
5	15	Tree	Trim tree 7-12" DIA	\$ 38.50	\$ 577.50	\$ 40.00	\$ 600.00
6	40	Tree	Trim trees 13-18" DIA	\$ 60.50	\$ 2,420.00	\$ 50.00	\$ 2,000.00
7	40	Tree	Trim trees 19-24" DIA	\$ 93.50	\$ 3,740.00	\$ 80.00	\$ 3,200.00
8	15	Tree	Trim trees 25-30" DIA	\$ 132.00	\$ 1,980.00	\$ 120.00	\$ 1,800.00
9	5	Tree	Trim trees 31-40" DIA	\$ 198.00	\$ 990.00	\$ 175.00	\$ 875.00
10	1	Tree	Trim tree >40 in DIA	\$ 280.50	\$ 280.50	\$ 250.00	\$ 250.00
			Total 4-10		\$ 10,015.50		\$ 8,750.00
11	1	Hour	Bucket truck w/operator	\$ 220.00	\$ 220.00	\$ 100.00	\$ 100.00
12	1	Hour	Pulp loader w/operator	\$ 275.00	\$ 275.00	\$ 200.00	\$ 200.00
			Total 11-12		\$ 495.00		\$ 300.00
			Total of 1-12		\$ 35,260.50		\$ 30,830.00

2023 Price vs. 2024 Proposed Price
Tree Care Operations
Stevens Point Forestry Department

Item	Est Qty	Unit	Description	2023 Unit Price Ea	2023 Total	2024 Unit Price Ea	2024 Total
1	1200	Inches	DIA of tree removal	\$ 15.50	\$ 18,600.00	\$ 15.00	\$ 1,800.00
2	1000	Inches	DIA of stump removal	\$ 3.50	\$ 3,500.00	\$ 3.40	\$ 3,400.00
3	200	Inches	DIA of area ground/tree planting	\$2.00	\$400	\$ 1.90	\$ 380.00
			Total 1-3		\$22,500.00		\$ 21,780.00
4	1	Tree	Trim tree 0-6" DIA	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
5	15	Tree	Trim tree 7-12" DIA	\$ 35.00	\$ 525.00	\$ 40.00	\$ 600.00
6	40	Tree	Trim trees 13-18" DIA	\$ 55.00	\$ 2,200.00	\$ 50.00	\$ 2,000.00
7	40	Tree	Trim trees 19-24" DIA	\$ 85.00	\$ 3,400.00	\$ 80.00	\$ 3,200.00
8	15	Tree	Trim trees 25-30" DIA	\$ 120.00	\$ 1,800.00	\$ 120.00	\$ 1,800.00
9	5	Tree	Trim trees 31-40" DIA	\$ 180.00	\$ 900.00	\$ 175.00	\$ 875.00
10	1	Tree	Trim tree >40 in DIA	\$ 255.00	\$ 255.00	\$ 250.00	\$ 250.00
			Total 4-10		\$ 9,105.00		\$ 8,750.00
11	1	Hour	Bucket truck w/operator	\$ 200.00	\$ 200.00	\$ 100.00	\$ 100.00
12	1	Hour	Pulp loader w/operator	\$ 250.00	\$ 250.00	\$ 200.00	\$ 200.00
			Total 11-12		\$ 450.00		\$ 300.00
			Total of 1-12		\$ 32,055.00		\$ 30,830.00

ellis

CONSTRUCTION

Built Right.™

STEVENS POINT, WI
(715) 345-5000
WWW.ELLISWI.COM

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CONSTRUCTION CO., INC.

EMERSON PARK SHELTER

NEW PARK SHELTER

1416 EAST AVENUE

STEVENS POINT, WI 54481

FLOOR PLAN

DRAWN BY: SDC

CHECKED BY: -

DATE: 7-17-23

PROJECT NO. 23062

A100

The floor plan illustrates the layout of the Emerson Park Shelter. The main structure is 50'-0" wide and 32'-0" deep. It features a central interior area with a 'Unisex' bathroom and a 'Mech' (mechanical) room. The exterior includes a 'HI-LO DRINKING FOUNTAIN WITH BOTTLE FILLER' and a 'ROOM SIZED FOR FUTURE BATHROOM'. Structural elements include 16" square CMU columns, laminated wood beams, and stone veneer on the CMU back-up. The roof slope is indicated by a dashed line and an arrow pointing towards the bottom left. A 74' diameter concrete pad is shown at the top right. Dimensions are provided for all major components, including room sizes, column spacing, and overall building dimensions.

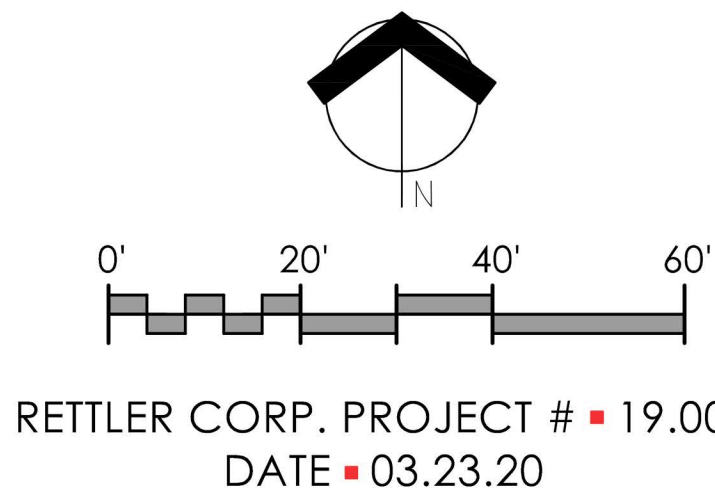
1 FLOOR PLAN
3/16" = 1'-0"

Page 18 of 20



- KEYNOTES**
- 1 PLAYGROUND AREA (~8,000 SF WITH NEW EQUIPMENT AND WOOD FIBER SURFACE) (INCLUDING AN ADA COMPLIANT SWING & TODDLER/PARENT SWING)
 - 2 PLAYGROUND PERIMETER WALK (CONCRETE SURFACE, 3' WIDTH)
 - 3 SEATING AREA WITH BENCH
 - 4 CENTRAL WALK (8-FT WIDE, CONCRETE)
 - 5 BALL FIELD BACKSTOP
 - 6 PERIMETER LANDSCAPING
 - 7 COMBINATION PICKLEBALL/TENNIS /BASKETBALL COURT W/ 10' H VINYL COATED CHAIN LINK FENCING AND 4' WIDE GATE
 - 8 PARK LIGHTING (TYP.)
 - 9 SHELTER (1,000 SF) WITH SINGLE RESTROOM & DRINKING FOUNTAIN
 - 10 SHADE / PICNIC AREA (MAINTAIN EXISTING TREES)
 - 11 HARD SURFACE ARTISTIC AREA (15'x60')
 - 12 OPEN GREEN SPACE FOR ACTIVITIES (ICE SKATING TRAIL CAN BE CREATED IN WINTER)
 - 13 PARK-WIDE TURF IMPROVEMENTS (OVER SEED, FERTILIZE, MULCH, AND FINE GRADING IF NECESSARY)
 - 14 MAINTAIN EXISTING GARDEN SPACE
 - 15 CONCRETE CORNHOLE/BEAN BAG TOSS FEATURE
 - 16 BIKE RACKS
 - 17 ADA ACCESSIBLE PARKING SPACES
 - 18 DRINKING FOUNTAIN

CITY OF STEVENS POINT
EMERSON PARK MASTER PLAN ■ PREFERRED CONCEPT
ELLIS STREET ■ STEVENS POINT, WI 54481



RETTLER
corporation

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



Stevens Point Parks, Recreation and Forestry Policies and Procedures	
Policy #: 1.02	Effective Date: October 19,2020
Subject: Recreation Refund Policy	
Purpose: To provide efficient operation of recreation program operations	

All recreation programs of Stevens Point Parks, Recreation and Forestry Department are subject to the following provisions. Additional program specific terms and conditions are found within each activity registration form and agreement.

1. Refunds

- a) A full refund shall be granted for any instructional program cancelled by the City
- b) A full refund shall be granted if an instructional program time, date or location is changed by the City and the participant is unable to attend because of the change.
- e) A full refund less a \$10.00 processing fee shall be granted for any instructional program **prior to the start of instruction** if the participant requests a refund prior to the third meeting of the program.
 - a. Up to three class periods after instruction begins, the refund will be prorated for the remaining classes less the cost of the Learn to Skate USA membership (for Learn to Skate classes).
 - b. If a program meets less than four (4) times, refund request must be received prior to the first meeting of the program
 - c. The processing fee will be waived if refund amount is credited to the individual or family account, as applicable, in the CivicRec Registration Software Program. User credit request must be requested prior to the third meeting of the program.
 - d. Credit card refunds shall only include the amount of the program fee. No credit card processing fees are refundable. No additional credit card processing fees will be assessed to refund requests.
- d) Annual passes and punch cards are not refundable
- e) Daily admission fees and punch pass use are not refundable for any reason, including due to inclement weather.