REGULAR MEETING
Board of Park Commissioners
September 2, 2020 - 6:30 PM

Meeting will be held via Zoom online meeting
Click to Connect: Zoom Meeting
Dial in Number: (312)-626-6799 - Meeting ID: 892 5672 8896

AGENDA

Discussion and Possible Action on:

1. Roll Call
2. Approval of August 5, 2020 meeting minutes
3. Approval of ABER Suzuki Center special event request at Pfiffner Pioneer Park Bandshell on September 26, 2020.
4. Approval of the construction of a concrete apparatus in Bukolt Park Skatepark to be installed by John Pearson and volunteers.
5. Approval of beverage sales agreement for Stevens Point Parks, Recreation and Forestry Department with Bottling Group, LLC (Pepsi).
6. Approval of video streaming service contract for K.B. Willett Arena with LiveBarn Inc.
7. Awarding Bukolt & Koziczkowski Park beach area improvement planning and concept design to Rettler Corporation.
8. Approval of 2021 Parks, Recreation and Forestry operational budget
9. Director's Report
10. 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 conducting other specified public business, whenever competitive or bargaining reasons require a closed session on the following:

    a. Consideration of a potential donation of real estate for public park usage that is predicated on a commitment by the City to make certain investments in infrastructure at the site in question, and which will potentially face complications due to implied or constructive easements benefiting adjacent properties.

11. Adjournment

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

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

SPECIAL NOTICE

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

Agenda Notes

3. Approval of ABER Suzuki Center Recital at Pfiffner Bandshell

New special event request for an outdoor recital with 50 people listed as anticipated attendance. The special event application is in the meeting packet.

Staff recommendation is to approve the special event request.

4. Approval of construction of a concrete apparatus in Bukolt Skatepark.

John Pearson approached the department and asked if three old parking lot curbs could be taken from storage and repurposed in the skate park. John and volunteers would perform the install. Parks Department involvement would include providing the concrete curbs and transporting them to the skate park.

Staff recommendation is to approve the installation.

5. Approval of beverage sales agreement

Our department has been working exclusively with Coca Cola for a number of years for the Willett, Riverfront Rendezvous and inside our rentable buildings. Earlier this year the department released a Request for Proposal to check the market for beverage sale partners. A memo is in your packet which details the two submissions we received.

Staff recommendation is to approve a change in vendor and award the beverage sales contract to Bottling Group, LLC (Pepsi).

6. Approval of video streaming service contract

Our department was approached by a live video streaming service which would allow games and activities to be viewed by computer, tablet, phone and other electronic devices via a paid subscription. A memo detailing the program is provided in the packet.

Staff recommendation is to approve the video streaming service contract with Live Barn Inc.

7. Awarding Bukolt & Koziczkowski Park beach improvement planning and concept design

During the capital budget presentation last month two park commissioners, a City resident and Director Kremer met to discuss the beach areas at Bukolt and Koziczkowski Parks. After that meeting we chose to seek a price to have a consultant perform site investigation, planning and concept designs to improve both beach areas for the community. The proposal is included in the packet and is $3,000 for each facility for a total of $6,000. The proposal includes community input before a final concept design would be completed. The department has separate funds for both park locations from sale of property (Bukolt Park) and sale of an easement (Koziczkowski Park).

Staff recommendation is to award the improvement planning and concept design to Rettler Corporation and use the designated funds to pay for it from each park.

8. Approval of the 2021 Parks, Recreation and Forestry operational budget.

Director Kremer will present a summary of the proposed 2021 operational budget for approval.

REGULAR MEETING MINUTES
Board of Park Commissioners

August 5, 2020 - 6:30 PM

Meeting will be held via Zoom online meeting
Click to Connect: Zoom Meeting
Dial in Number: (312)-626-6799 - Meeting ID: 868 2358 8361 - Password: 851930

Discussion and Possible Action on:

1. Roll Call

Present: Freckmann, Glodosky, Hall, Kirsch, McDonald, Okonek, Przybylski, Alder Slowinski, Sorenson, Alder Zarazua
Absent: Alder Shorr
Also Present: Director Dan Kremer, Kate Gullickson, Holly Bronk, Krista Olson, Mitchell Craven, Pam Ross

2. Approval of July 1, 2020 meeting minutes

Motion by Okonek, seconded by Glodosky to approve the July 1, 2020 meeting minutes.
Ayes, all; Nays, none; Motion carried.

3. Award contract number 20-11 for K.B. Willett Arena lower level flooring to Becker Arena Products in the not-to-exceed amount of $77,005.

Motion by Okonek, seconded by Glodosky to award contract number 20-11 base bid and alternate #1 in the not to exceed the amount of $77,005, to Becker Arena Products for lower-level flooring at the K.B. Willett Arena.
Ayes, all; Nays, none; Motion carried.

4. Socially Distant special event request at McDill Disc Golf Course on Patch Street for August 22, 2020.

Motion by Glodosky, seconded by Hall to approve the request for the special event, Socially Distant Disc Golf Tournament, to be held McDill Disc Golf Course on August 22, 2020, with the provision that the organizer ropes off the weed harvester equipment on site.
Ayes, all; Nays, none; Motion carried.

5. Run, Walk and Roll special event request at Iverson Park on September 3, 2020.

Motion by Okonek, seconded by Alder Zarazua to approve the request for the special event, Run, Walk, & Roll, to be held at Iverson Park on September 3, 2020.
Ayes, all; Nays, none; Motion carried.

6. 2021 and 5 year Capital Budget for Parks, Recreation and Forestry Department.

Motion by Okonek, seconded by Freckman to accept the proposal of the 2021 and 5 year Capital Budget for Parks, Recreation and Forestry Department.
Ayes, Nine (9); Nays, One (1); Motion carried.

7. Review of 2020 Parks, Recreation and Forestry Financial Impacts from Covid-19

No Action Taken

8. Director's Report

Covid-19

• Update on 50-person maximums, mask mandate and enforcement
• Stevens Point Common Council denied a request for football to be played in Goerke Park for 2020. Request was to allow 200 people comprised of athletes, officials, chain personnel, athletic trainers and scorekeepers. The WIAC has cancelled fall sports but the WIAA is planning for a September return for football
• Crews still split between 6 sites; mask and increased cleaning procedures still in effect

Parks

• Tuckpointing and block repair is happening at Community Stadium in Goerke Park. Expected to last another 3 to 5 weeks
• Portable toilets were placed back in several park locations. They have been signed that they are only cleaned once per week
• Crews are working on installing the new gazebo at Wells Point Landing. This gazebo went down in the July storm last year
• Off leash dog swim area is now open in Mead Park. The cost of the fence was split by the Stevens Point Dog Park committee and the Parks and Recreation budget.
• Iverson Park beach house new roof is currently being installed

Forestry

• Dutch Elm disease notices have been sent out
• Crew has been working on seeding and repairing Pfiffner Park where the irrigation was installed
• Crew has been working out at Zenoff Park performing brush, tree and stump removal
• Continuing to work with TDS to mark locations for pedestals and surface mount boxes for TDS services.

Pool

• Winterized for the year
• New diving boards will be installed with savings from the pool not opening ($8,000). This was a capital budget item that has now been removed

K.B. Willett Arena

• Registration for lean to skate program to begin in August
• Ice will be installed in early September
• Opening plans are being finalized and will be shared with the Portage County Health Department for review
• Painting is being performed for the lower level locker rooms
• The new Zamboni has not been delivered yet but staff is working with the sales representative to schedule a date as soon as possible.

Riverfront Art Center

• Public viewing hours are Fridays from 11 am to 5 pm and Saturdays from 11 am to 3 pm at this time.
• The information for the next show has been released to the public to sign up. That exhibit begins September 11 and is Black, White and Gray
• Current exhibit is open until August 15 and is titled Visions XXI

9. Adjournment

Motion by Hall seconded by Glodosky to adjourn the meeting at 7:36 pm
Ayes, all; Nays, none; Motion carried.

Submitted On Aug 28

PARKS, RECREATION & FORESTRY SPECIAL EVENT PERMIT

1. **Name of Event:** ABER Suzuki Center Recital

   Event Date(s): Sept 26 **Estimated Attendance:** 50

   Assembly Location: Bandshell **Dispersal Location:** Bandshell

   Event Starting Time: Setup 1:00 ~~A a.m.~~ 2 p.m. Ending Time: 3:30 PM ~~a.m.~~ ____ p.m.

   Set Up Date and Time: Setup 1:00 PM

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

3. Type of Event (Check all that apply and describe: run/walk, concert, festival, picnic, etc.)
   - ☐ Athletic Event:
   - ☐ Financial Gain Special Event on Park Property:
   - ☐ Free Public Special Event on Parkland:
   - ☐ Private Special Event:
   - ☑ Other: Student & Family Recital

4. **Name of Sponsoring Organization:** Aber Suzuki Center

   Address: 1800 Portage City: St Point State: WI Zip Code: 54481

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

5. **Contact Person:** Mary Hofer Email: mhofer@uwsp.edu

   Address: 3030 Lindbergh City: St Point State: WI Zip Code: 54481

   715.340.2221

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

7. Please describe the purpose and nature of your event including all planned activities:
   (Attach additional sheet if necessary)

   Recital - Students Walk on Stage & perform for parents

8. Please Check Appropriate Boxes:

	Yes	No		Yes	No
Admission/entry fee		✓	Fireworks		✓
Financial gain activity		✓	Amusement rides/Inflatables		✓
Concession sales		✓	Erection of tents		✓
Beer sales (requires special permit)		✓	Amplification Equipment		✓
Vendor displays/sales		✓	Musical Bands		✓
Electricity needed	1 outlet		Horses/animals		✓
Portable toilets		✓	Boats/snowmobiles/ATVs		✓
Street closure*		✓			

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

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

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

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

12. **Fermented Malt Beverage Vendor:** none
Please check the item below which applies to fermented malt beverages for your event.
- ☐ Fermented malt beverages will not be dispensed in any way.
- ☐ Fermented malt beverages will be given free to any person attending the event.
- ☐ Fermented malt beverages will be sold to visitors of the event.
- ☐ All members will bring their own fermented malt beverage for their own consumption.
- ☐ Other, please describe: ______

13. **Insurance**

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

☐Attached

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

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

14. **Hold Harmless Indemnification and Defense**

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

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

Aug 28-2020
Date

Mary Hofer
Applicant's Signature

(For office use)

Special Event Approval Signatures: ______ Date: ______

Approval signature name (print): ______ Title: ______


Rachick Rd
Rachick Rd
Rachick Rd
Rachick Rd
Bukolt Park
Stevens Point Skatepark
Map
Google

City of Stevens Point
2442 Sims Avenue
Stevens Point, WI 54481-3594

Dan Kremer
Director of Parks, Recreation, Forestry
715-346-1536

To: Stevens Point Parks, Recreation and Forestry Department

Date: August 24, 2020

From: Kate Gullickson- Facilities Supervisor

Subject: Beverage Distributor

At this present time the Parks, Recreation and Forestry Department sells beverages for events at the K.B. Willett Ice Arena, Goerke Stadium, and the Donald Copps Pool when each of our facilities are open. We also manage the soda ordering and sales for Riverfront Rendezvous. Our current distributer is Great Lakes Coca Cola out of Plover. A Request for Proposal was distributed at the end of July to evaluate the offerings of Soda Distributers for the above park facilities. Two proposals came into us for review, Pepsi Co. and Coca Cola. After review of those proposals, there were many things to take into consideration when formulating our recommendation. Beverage pricing per case, equipment and service offerings, rebates and sponsorships were at the forefront of our review. Below is the comparison.

	Pepsi	Coke
Contract	3 or 5 year (750 Cases/ year)	5 year (840 cases / year)
Coolers	Any equipment needed no cost	7 Coolers (9 were requested) Rental fee may apply
RFR	Rental Waved and Trailer Provided	Nothing Noted
Sponsorship	$1,500 a year	$2,000 per year prorated on volume
Rebates	$2.00 per case	Varies by product
Annual Increase	4% increase	4% increase
Maintenance	24 hour assistance	Nothing Stated
Delivery	Schedule determined on site needs	Nothing Stated
Marketing	Cooler Branding	Menu Boards and Cooler branding
Notes	Online & Phone Ordering	Stated City of Green Bay in Proposal
	Price per case with Rebate	Price per case with Rebate
Soda	$19.09 – $2.00 = $17.09	$23.67-$2.00=$21.64
Water	$12.73-$2.00=$10.73	$11.62-$1.00=$10.62
Sports Drink	$18.56-$2.00=$16.56	$22.25-$2.00=$20.25
Energy Drink	$30.90 (No rebate)	$38.30-$2.00=$36.30
Tea	$15.27-$2.00=$13.27 (12 pack)	$16.25 (No rebate)
Flavored Water	$18.56 (No rebate)	$14.39-$1.00=$21.64

City of Stevens Point
2442 Sims Avenue
Stevens Point, WI 54481-3594

Dan Kremer
Director of Parks, Recreation, Forestry
715-346-1536

After careful consideration, my recommendation is to award Pepsi Co. a 3-year contract to be the exclusive beverage vendor the City of Stevens Point Parks, Recreation and Forestry Department

Thank You,
Kate Gullickson
Facilities Supervisor
Stevens Point Park, Recreation and Forestry

BEVERAGE SALES AGREEMENT

This sets forth the agreement ("***Agreement***") between Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company with an office located at 2255 S. 162nd St. New Berlin, WI 53151 ("***Pepsi***") and City of Stevens Point Park and Recreation Department, with its principal place of business at 2442 Sims Ave. Stevens Point, WI 54481 on its own behalf, on behalf of its affiliates and wholly-owned subsidiaries, and on behalf of its individual franchisees and licensees, if any (the "***Customer***"). The support described below is in lieu of any other discounts, allowances or rebates to which the Customer might otherwise be entitled from time to time. When fully executed, this Agreement will constitute a binding obligation of both parties until expiration or termination.

Definitions

As used in this Agreement, the following capitalized terms have the respective meanings assigned thereto below.

"***Beverage***" or "***Beverages***" means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed during the Term of the Agreement

"***Cases***" means cases of Packaged Products (as defined herein) purchased by Customer from Pepsi during the Term, initially delivered in quantities of 24 plastic bottles, aluminum cans, glass bottles (or equalized 24 pack cases, *e.g.*, two 12-pack cases), eight 2-liter plastic bottles, or such other size, quantity and type of containers as Pepsi may make available from time to time during the Term.

"***Competitive Products***" means any and all Beverages other than the Products.

"***Equipment***" means equipment loaned by Pepsi to Customer to dispense, store or cool Products (as defined below), as more fully described in Section 4 herein.

"***Gallons***" means gallons of the Postmix Products purchased by Customer from Pepsi during the Term.

"***Outlets***" means existing, future and after-acquired (provided not already under a pre-existing beverage agreement with Pepsi) outlets owned, operated, managed, leased or franchised by Customer under the City of Stevens Point Park and Recreation Department trademark[s] as listed in attached Exhibit A (and any related or similar trademarks, including any successor trademarks) including the parking garages, dining facilities, snack bars, food carts, concession stands, unbranded and branded food service outlets and vending areas or other Customer-owned/controlled/operated surrounding areas located at or within those facilities and shall include any outlet or other facility in Customer's system that may be opened or acquired by Customer now or in the future, including under different concept and/or trademark during the Term. In the event that new Outlets are added during the Term of this Agreement, the parties will create an updated Exhibit A and attach it hereto.

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"***Packaged Products***" means Beverages that are sold or distributed by Pepsi in pre-packaged form (*e.g.*, bottles and cans). A current list of Pepsi's Packaged Products is listed in attached Exhibit B which may be amended by Pepsi from time to time.

"***Postmix Products***" means Beverages sold and/or distributed by Pepsi and used to create and prepare fountain beverages, frozen carbonated or non-carbonated beverages. A current list of Pepsi's Postmix Products is listed in attached Exhibit B which may be amended by Pepsi from time to time.

"***Products***" means Postmix Products and Packaged Products.

"***Year***" means each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

1. Term

The term of this Agreement will commence on 10/1/20 and the term will expire upon the later of 9/30/23 or at such time as Customer's collective purchases of Products meets or exceeds a volume threshold (the "***Volume Threshold***") of 2,250 Gallons and Cases (the "***Term***"). For the purposes of measuring the Volume Threshold only, 1 Case of Packaged Product equals 1 Gallon of Postmix Product. Thus, in the event the Volume Threshold is not met on or before the date indicated above, then the Term will automatically extend for the period of time necessary until the Volume Threshold has been met (the "***Automatic Extension***"). Except for applicable Rebates, which may be earned during the Automatic Extension, Pepsi will not provide any other funding to Customer.

2. Performance

This Agreement, including all of Pepsi's support to Customer as described below, is contingent upon Customer complying, throughout the Term, with all of the following performance criteria:

(A) **Exclusivity.** Pepsi is the exclusive Beverage supplier to Customer and the Outlets. Customer agrees to take all necessary steps to ensure that the Products are the exclusive Beverages of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Outlets by any method or through any medium whatsoever (including without limitation digital, print, broadcast, direct mail, coupons, handbills, displays and signage), whether public or private. The Outlets and Customer will not serve, dispense or otherwise make available or permit the availability of, or in any way advertise, display, represent or promote, beverage products licensed by, or produced by bottlers licensed by, The Coca-Cola Company or any affiliate thereof, or any other supplier of Competitive Products.

(B) **Purchase and Resale of Products.** Customer agrees to continuously purchase, and require its Outlets and purchasing representatives to purchase, Products exclusively and directly from Pepsi. Throughout the Term, Customer will continuously serve, dispense, sell and/or otherwise make Products available to its customers throughout the Outlets. Customer agrees to pay all accounts owing to Pepsi in accordance with payment terms as established by Pepsi.

(C) **Fountain Products.** Customer agrees to use the Postmix Products for use in preparing the fountain beverage products (the "***Fountain Products***"): (i) in accordance with the standards established by Pepsi and (ii) only for immediate or imminent consumption; Customer agrees not to resell the Postmix Products either to nonaffiliated outlets or to consumers in any form other than the Fountain Products.

(D) **Ancillary Product.** Customer agrees to purchase, and require its purchasing representatives to purchase all their respective requirements for carbon dioxide and branded disposable cups ("***Ancillary Products***") exclusively from Pepsi.

(E) **Advertising Rights.** Pepsi may advertise and promote its Products in and with respect to Customer and its Outlets upon mutually agreed to terms and conditions. In addition, Customer must display appropriate brand identification for each Product served on all menus (including catering and digital), menuboards and postmix dispensing valves at each of the Outlets throughout the Term.

(F) **Changes in Outlet(s).** Customer will promptly notify Pepsi, in writing, of each new Outlet which is opened or acquired during the Term, as well as of any Outlet which is closed, sold or otherwise disposed of during the Term so that the parties may promptly update Exhibit A. If Customer or more than 25% of its Outlets are temporarily closed for more than 6 months during the Term, Customer and Pepsi agree that any fixed, advance, or guaranteed funding will be adjusted proportionate with the period of time in which Customer or its Outlets are closed. Notwithstanding the foregoing, this paragraph will not apply to seasonal Outlet closures acknowledged with Pepsi's prior written approval, which shall not be unreasonably withheld.

(G) **Product Mix; Minimum SKU/Brand Requirement.** Customer must mandate the distribution of a minimum core assortment of Products, including a mix of both Postmix Products and Packaged Products at each of the Outlets throughout the Term, as identified by Pepsi, based on Equipment type at the Outlets.

(H) **Restrictions for Products.** The parties recognize and agree that there are certain additional territorial restrictions that pertain to the purchase and resale of the Products. To the extent any prospective Outlet(s) are located outside the territories serviced by Pepsi, then Pepsi may, upon request by the Customer, use commercially reasonable efforts to facilitate an agreement between the Pepsi-Cola bottler servicing the applicable territory and the Customer with terms substantially similar to the terms of this Agreement. Furthermore, Customer agrees not to distribute or resell the Products, directly or indirectly, outside the territories serviced by Pepsi and shall cause its purchasing representative to abide by such territorial restrictions.

(I) **Best Taste Limit and Product Handling.** Customer understands that the Products provided hereunder are provided with a best taste limit ("***BTL***") date printed on the packaging. Neither Pepsi nor the bottlers replace Products that are past the BTL date. Customer agrees that no Product shall be sold past the BTL date, and that it shall abide by policies on product handling and quality control periodically published by the manufacturer.

3. Funding

Provided Customer is not in breach of its performance obligations under this Agreement, Pepsi agrees to provide Customer with the funding described below.

(A) **Initial Support Funds.** Pepsi agrees to provide Customer with initial support funds in the amount of Fifteen Hundred US Dollars ($1,500), payable to Customer within sixty (60) days after the later of (i) the first day of the Term or (ii) the signing of this Agreement by both parties (the "***Initial Support Funds***"). The Initial Support Funds are earned by Customer over the Term. In the event of early termination for any reason other than an uncured material breach by Pepsi pursuant to Section 6(A) herein, the unearned Initial Support Funds will be repaid to Pepsi pursuant to the terms of Section 6(B)(i) herein.

(B) **Annual Support Funds.** In each of Years 2 through 3, Pepsi agrees to provide Customer with annual support funds in the amount of Fifteen Hundred US Dollars ($1,500.) not to exceed three consecutive payments (the "***Annual Support Funds***"). The Annual Support Funds will be paid to Customer within sixty (60) days after the commencement of each applicable Year, except that in the event Annual Support Funds are payable for Year One, such payment will be made within sixty (60) days of the later of (i) the first day of the Term or (ii) the signing of this Agreement by both parties. The Annual Support Funds are earned throughout the Year in which they are paid. In the event of early termination for any reason other than an uncured material breach by Pepsi pursuant to Section 6(A) herein, the unearned Annual Support Funds will be repaid to Pepsi pursuant to the terms of Section 6(B)(i) herein.

(C) **Refrigerated Truck Support.** Each Year during the Term, Pepsi will provide Customer with support, valued at up to Five Hundred US Dollars ($500) ("***Refrigerated Truck Support***"). The Support will be used and spent by Pepsi to pay for refrigerated truck rental. Customer acknowledges and agrees that unused Support in any Year will not be carried over to a subsequent Year and will not be redeemable for a cash payment.

(D) **Rebates.** Each Year throughout the Term, Pepsi agrees to calculate the total number of eligible Cases and Gallons purchased by each of the applicable Outlets from Pepsi pursuant to this Agreement, and will provide Customer with rebates calculated based on applicable rates set forth below (the "***Rebates***"). The Rebates, as applicable, will be paid by Pepsi within sixty (60) days after the end of each Year. The parties agree that Pepsi will not accrue or pay any Rebates for sales to Outlets that are in breach of the Performance Requirements listed in Section 2 above.

Rebates Rates	Eligible Products*
$2.00/Case**	20oz. C.S.D./Tea/Lemonade, Gatorade, and Aquafina Water
**24-pk or equivalent (e.g., two (2) 12-pk)	

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4. Equipment and Service

(A) **Equipment.** Pepsi will loan to the Customer, at no charge, appropriate Equipment for dispensing the Products at the Outlets. Customer agrees that the Equipment will be exclusively used to display and merchandise the Products as reasonably determined by Pepsi, and subject to applicable local law, rule or regulation. Customer will not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment). Title to such Equipment will remain vested in Pepsi or its affiliate and Customer will return all Equipment to Pepsi upon expiration or earlier termination of this Agreement. At Pepsi's request, Customer will provide Pepsi with a written Equipment verification list indicating the asset number, Equipment type and location of the Equipment loaned to Customer pursuant to this Agreement. To the extent that future technology enhancements, equipment platforms or products to support these platforms are substantially different in scope or composition compared to existing equipment components and products, Pepsi and Customer will work in good faith to negotiate the economic terms for implementation of the new technology equipment.

(B) **Vending Machines.** With respect to the vending machine Equipment placed at the Outlets (the "***Vending Machines***"), Pepsi will have the additional responsibility for (i) stocking the Vending Machines with the Products and (ii) collecting, for its own account, all cash monies from the Vending Machines and for all related accounting for collected monies. Customer agrees to provide reasonable assistance to Pepsi in apprehending and prosecuting vandals. Pepsi shall not be obligated to pay Commissions on documented revenue losses resulting from vandalism or theft of Product with respect to any Vending Machines. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment at the Outlets.

(C) **Service.** Pepsi will provide, at no charge to Customer, preventative maintenance and service to the Equipment. Pepsi will also provide Customer with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. Pepsi will promptly respond to each Customer request, and will use reasonable efforts to remedy the related Equipment problem as soon as possible, however because delays in service may be caused by factors well outside of Pepsi's control, Pepsi's service record will be measured in the aggregate such that an isolated failure is not a material breach of the Agreement.

5. Pricing

Customer will purchase, and will require that any third parties or purchasing representative for the Outlets to purchase, Products and Ancillary Products directly and exclusively from Pepsi pursuant to the pricing and terms and conditions set forth herein. The initial pricing schedule for Products is set forth on attached Exhibit B, which may be changed by Pepsi from time to time during the Term.(4% annual price cap) Pepsi will be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed on manufacturers, distributors, consumers or otherwise). The pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products will not be subject to any pricing cap or notification restrictions that may be specified in this Agreement.

6. General Terms

(A) **Termination for Default.** Either party may terminate this Agreement if the other commits a material breach of this Agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within thirty (30) days of such notice. If for any reason Customer closes one or more Outlets, or if one or more Outlets breaches the Agreement, then Pepsi shall have the option, in lieu of termination of the entire Agreement, to (i) adjust funding in Section 3 commensurate with the projected decline in volume; (ii) terminate the Agreement only as it pertains to the sold, closed or breaching Outlet(s); and (iii) obtain an equitable reimbursement for the portions of funding and other costs attributable to such sold, closed or breaching Outlet(s). Notwithstanding the foregoing, this paragraph will not apply to seasonal Outlet closures with Pepsi prior written approval, such approval not to be unreasonably withheld.

(B) **Remedies.** If the Term of this Agreement is terminated early for any reason other than an uncured material breach by Pepsi pursuant to subsection (A) above, the Customer and its Outlets will surrender to Pepsi all Equipment provided by Pepsi and will forfeit all funding not paid as of the date of termination. In addition, without prejudice to any other right or remedy available to Pepsi, Pepsi will have the right to immediately seek reimbursement from Customer and the Outlets for the following:

(i) An amount reflecting reimbursement for all funding previously advanced by Pepsi but not earned by Customer pursuant to the terms of this Agreement. With regard to the Initial Support Funds, if any, the amount of such reimbursement will be the result of multiplying the Initial Support Funds by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is the higher of the total number of months in the Term (e.g., 5 year term is 60 months) or, as applicable, the number of months expected to comprise the Term based on volume trends as of the time of termination and the Volume Threshold (if applicable). With regard to the Annual Support Funds and, if applicable, any other annual funds, the amount of such reimbursement will be the result of multiplying, such funds by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is 12 (twelve). With regard to each New Outlet Support Funds, if any, the amount of such reimbursement shall be determined by multiplying the applicable New Outlet Support Funds by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is the number of months the applicable Outlet expected to remain operational in compliance with this Agreement considering the Outlet's opening date and the expiration date of the Agreement; given the volume trends as of the termination and the Volume Threshold (if applicable);

(ii) An amount reflecting reimbursement for the cost of installation, service and refurbishing of Equipment provided during the Term and the cost of removal of all Equipment that has been installed in the Outlets, as applicable; and

(iii) An amount as liquidated damages, for lost sales suffered by Pepsi as a result of such termination, equal to the sum of: (i) the product of $7 multiplied by the projected number of Gallons of Postmix Products that Customer would have been expected to purchase during the remainder of the Term based on the Volume Threshold and Customer's average annualized purchase rate and (ii) the product of $10 multiplied by the projected number of 24-pk case equivalents of Packaged Products that Customer would have been expected to purchase during the remainder of the Term based on the Volume Threshold and Customer's average annualized purchase rate.

(C) **Expiration.** Upon expiration of this Agreement, if Customer has not entered into a further agreement with Pepsi for the purchase of the Products, Customer will surrender to Pepsi all Equipment installed in the Outlets.

(D) **Right of Offset.** Pepsi reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer or its Outlets for Products ordered from and delivered by Pepsi,.

(E) **Non-Disclosure.** Except as may otherwise be required by law or legal process or as reasonably necessary for either party to enforce its rights hereunder, neither party will disclose to unrelated third parties the terms and conditions of this Agreement without the consent of the other.

(F) **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or otherwise transferred by either party (whether by operation of law or otherwise) without the prior written consent of the other party, *provided*, *however*, that Pepsi may assign and transfer this Agreement (in whole and not in part) to an affiliate without the consent of Customer hereto if such affiliate is (x) capable of fully performing all obligations of the assignor hereunder and (y) agrees, in writing to perform all of the obligations and assume all liabilities of the assignor hereunder. In the event that a third party acquires Customer or substantially all Outlets or if Customer is acquired or merges with a third party, Customer will, in connection with such transaction, cause the acquiring party/merged entity, in writing, to ratify this Agreement and assume all of the obligations of Customer hereunder. In the event that Customer does not deliver written evidence of such ratification and assumption of this Agreement by the acquiring party or merged entity within ten (10) days following the closing of the transaction, Customer will be in breach of this Agreement and Pepsi may, at its option, terminate this Agreement effective immediately and Customer will pay to Pepsi all sums specified in Section 6(B) herein.

(G) **Governing Law.** The laws of the state of New York govern all matters arising out of this Agreement.

(H) **Price Discrepancy.** Any price discrepancy claim must be submitted to Pepsi within 365 days of the date of the invoice in question. If Customer makes a price discrepancy claim within 90 days of the invoice date, Customer must submit a written request specifying the particular Product, amount in dispute and reason for the dispute. This request should be addressed to:

Accounts Receivable

Pepsi-Cola Customer Service Center
P.O. Box 10
Winston-Salem, North Carolina 27102

If Customer makes a price discrepancy claim from 91 to 365 days after the date of invoice, in addition to the written request as specified above, Customer must submit to Pepsi a copy of the invoice in question, copies of any check remittances pursuant to the invoice in question and any additional supporting documentation.

(I) **Tax.** Neither Pepsi nor its affiliates will be responsible for any taxes payable, fees or other tax liability incurred by Customer in connection with the consideration or any other fees payable by Pepsi under this Agreement. If Pepsi is charged common area maintenance fees, taxes or other charges related to Pepsi's occupation of the space allocated to its Equipment at the Outlets, Pepsi may make an adjustment to the consideration provided Section 3 above to offset for such costs.

(J) **Force Majeure.** No party will be responsible to the other for any failure, in whole or in part, to perform any of its respective obligations hereunder, to the extent and for the length of time that performance is rendered impossible or commercially impracticable resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of God pandemic, epidemic, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or other acts of nature or man that are beyond the control of the parties unless such contingency is specifically excluded in another part of this Agreement ("***Force Majeure Event***"). Any party(s) so affected, will (i) use all reasonable efforts to minimize the effects thereof and (ii) promptly notify the other party(s) in writing of the Force Majeure and the effect of the Force Majeure on such party's ability to perform its obligations hereunder. The affected party(s) will promptly resume performance after it is no longer subject to Force Majeure. In the event Customer's performance is temporarily suspended pursuant to a Force Majeure Event, Pepsi's funding obligations will be suspended for the duration of Customer's nonperformance. Once Customer resumes performance or in the event Customer is able to perform some, but not all of its obligations herein, any fixed, advanced, or guaranteed funding will be adjusted commensurate with the decline in volume associated with the suspended or partial performance. If the Force Majeure period continues beyond 90 days, the parties agree to discuss in good faith potential modifications to this Agreement and in the event an agreement cannot be reach, any party may terminate the Agreement.

(K) **Waiver.** No failure or delay of either party to exercise any rights or remedies under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies. Any waiver must be in writing and signed by the party waiving the rights.

(L) **Relationship of the Parties.** The parties are independent contractors with respect to each other. Nothing contained in this Agreement creates a joint venture partnership between the parties.

(M) **Construction.** Customer and Pepsi acknowledge that both parties participated equally in the negotiation of this Agreement and that, accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted.

(N) **Notices.** Any notice which either party is required or permitted to give hereunder will be in writing, signed by the notifying party and will be either delivery by hand or nationally-recognized overnight courier service or deposited in the United States mail, certified or registered mail, return receipt requested, postage paid, addressed as follows: If to Customer, to the name and address set forth in the preamble herein. If to Pepsi, to the name and address set forth in the preamble herein, with a copy thereof to: Pepsi Beverages Company, 1111 Westchester Avenue, White Plains, NY 10604, Attention: Law Department or to such addresses as the parties may subsequently provide in writing. Notice will be deemed to have been given when delivered by hand or nationally recognized overnight courier service, or when received as evidenced by the return receipt, or the date such notice is first refused, if that be the case.

(O) **Distribution Limitations.** Pepsi reserves the right to limit quantities, withhold or deduct funding as an offset to amounts not paid by Customer or terminate this Agreement if Customer (i) sells Products directly or indirectly for resale outside of the Pepsi's exclusive territory where the Outlet operates and (ii) purchases Products outside Pepsi's exclusive territory where the Outlet operates and resells such Products within Pepsi's exclusive territory.

(P) **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

(R) **Representations.** Each of the undersigned parties, represent and warrant to the other that (1) the execution, delivery and performance of this Agreement will not violate any agreements with, or rights of, third parties or any statute, rule or regulation applicable to the party or any of its properties, assets or operations (including without limitation any financial reporting and disclosure requirements promulgated by the Securities and Exchange Commission), (2) it is duly authorized and empowered to bind itself to the terms and conditions of this Agreement for the duration of the Term and (3) it possesses legal authority to enter into and perform the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date set forth below.

Bottling Group, LLC	Customer
By: ______________________________	By: ______________________________
Print Name:__________________________	Print Name:__________________________
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________

#15272-1

#15272-1

Exhibit A
Customer Outlets

#15272-1

Exhibit B
Products and Prices

#15272-1

City of Stevens Point
2442 Sims Avenue
Stevens Point, WI 54481-3594

Kate Gullickson
Facilities Supervisor
Parks, Recreation, Forestry
715-346-1578

To: Stevens Point Parks Commission

Date: August 26, 2020

From: Kate Gullickson- Facilities Supervisor

Subject: Live Barn

The Willett Ice Arena is used to welcoming guests through our doors on a daily basis. During this unprecedented time with COVID-19, that may be different as we enter skating season. Grandparents will not be able to stand at the rink and watch their grandkids during a Saturday morning Learn to Skate session and siblings may not be able to cheer on their brother or sister during a hockey game. Things all together look different, so we wanted to come up with a way that those people had the option to still view their skaters and have it be safe for everyone.

Live Barn offers the ability to watch your favorite athletes from any electronic device with internet and never miss a lesson or the game winning goal. A subscription-based program allowing anyone to stream what is going on in the rink at any given time.

With a paid subscription:
-Parents can catch all the great skating moments and strides as it happens without stepping foot into the rink.
-Extended Family can watch games or events in real time without traveling or having to miss the event because they are not in town. Offering a safe alternative for many.
-Coaches can log into a saved game and watch game film with their team to give their team a different prospective and help their team improve, as an added bonus.

Live Barn has different subscription plans that start at $14.95 and go up to $26.95 a month features differ on the subscription you choose. The rink has the ability to turn off streaming when it is not needed or during games and events where the teams are already providing that service to their fans. The streaming can also be turned off if the user groups does not want to be viewed, for example a game day skate or a closed tryout. The City would gain a revenue source, by receiving 30% of each paid subscription. Live barn also installs all their own equipment and runs the service off their own internet connection, so there is no cost to the City for providing this service to the public. Notifications of the program, if approved, will be advertised and added to the waiver language for all user groups. There are 63 rinks in Wisconsin that currently have Live Barn in their arenas providing this service, including many rinks in our area, Mosinee, Marshfield and Waupaca just to name a few.

This service will be a great addition to the Willett Ice Arena during this time. It will allow many families and friends to stay connected to their athletes with the restrictions of mass gatherings still in place. It is my recommendation that we award the 6-year contract to Live Barn to provide exclusive live streaming at the Willett Ice Arena.

Thank You,
Kate Gullickson
Facilities Supervisor
Stevens Point Park, Recreation and Forestry

DATE:

BETWEEN: **LIVEBARN INC.** ("LiveBarn")

and

______________________ _________ ("Venue Owner")

WHEREAS LiveBarn Inc. and Venue Owner wish to enter into this Agreement pursuant to which LiveBarn will install at Venue Owner's Ice Rink Sheet described in the attached Schedule "A" (each being an "Ice Rink Sheet") a fully automated sports broadcasting system for the delivery of live and/or on demand video and audio streaming to internet connected devices such as smartphones, computers or tablets (the "Automated Online Broadcast Service");

NOW, THEREFORE, in consideration for the mutual promises set out below, and for other good and valuable consideration acknowledged by the parties, LiveBarn and Venue Owner agree as follows:

1 AUTOMATED ONLINE BROADCAST SERVICE

1.1 LiveBarn shall, at its own expense, install and maintain all hardware, software and internet bandwidth required for the operation and maintenance of the Automated Online Broadcast Service in regards to each Ice Rink Sheet. The initial installation will occur within six months from the date of this Agreement (such six month date being herein referred to as the "Latest Install Date"); it will be scheduled with the written approval (including email) of Venue Owner, and concurrently with the installation, LiveBarn will specifically explain to Venue Owner representative onsite exactly where any hardware or other components will be installed. Installation will then only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its installation. The initial installation for each Ice Rink Sheet shall include one (1) computer, one (1) router, one (1) modem, between one (1) and three (3) power converters, and up to two (2) cameras to be placed on the side walls or on the beams or columns extending from the walls. The internet connection and computer shall be located adjacent to the respective Ice Rink Sheet in a secure location with electrical power outlets. The exact selection of camera locations will be made after consideration for optimal broadcast quality and avoidance of any obstruction. Any modification to the installation will only be undertaken with the permission and process with Venue Owner as outlined above. Venue Owner shall assume the cost of electricity for the components installed in connection with this Agreement.

1.2 In addition LiveBarn shall, at its expense and upon Venue Owner's request, install one advertising management box adjacent to a TV screen that is provided by the Venue. The LiveBarn advertising management box will continuously display a combination of LiveBarn highlights and a Live feed, as well as additional information, including Venue Owner's own unique code described in Subsection 1.5.

1.3 All content broadcast using the Automated Online Broadcast Service, including the video and audio relating to all sports and recreational activities occurring on each Ice Rink Sheet (collectively, the "Content"), will be made available to LiveBarn's subscribers on a monthly subscription basis, subject to sections 1.7 and 1.8 below. LiveBarn will determine the pricing for its offerings of the Automated Online Broadcast Service. From time to time LiveBarn may provide a free trial at its discretion.

1.4 Revenue generated from the Automated Online Broadcast Service will be the property of LiveBarn; however, LiveBarn will supply Venue Owner with a unique code to enable it to market and solicit new memberships for LiveBarn, for which LiveBarn will pay Venue Owner thirty percent (30%) of the revenues generated from these memberships over the full lifetime of these memberships - until such membership is discontinued. The above code will enable Venue Owner to solicit LiveBarn memberships by providing potential members with the attraction of a 10% discount. This code will track the memberships generated by Venue Owner on a quarterly basis. The above payments to Venue Owner will only apply to LiveBarn memberships originated with the unique code allocated to Venue Owner. LiveBarn will pay Venue Owner its revenue share within 30 days of the end of each calendar quarter together with a corresponding revenue statement. Venue Owner will provide a staff person to communicate with and receive LiveBarn's various local marketing initiatives (including social media) as described below.

1.5 LiveBarn shall be the exclusive owner of all rights in and to the Content, and shall have the exclusive right to broadcast the Content for all purposes and in any manner it determines in its sole discretion, including by providing its broadcast signal to national broadcasters and digital media distributors. Without limiting the foregoing, the Venue Owner acknowledges that online distributions of the Content from each Ice Rink Sheet will be made available to all subscribers of the Automated Online Broadcast Service, subject to sections 1.7 and 1.8 below.

1.6 LiveBarn will provide Venue Owner with an exclusive online administrative password to enable Venue Owner in its discretion to "blackout" any particular dates or time periods from being broadcast on any selected Ice Rink Sheet (the "Blackout Restrictions").

1.7 LiveBarn will also provide Venue Owner with the ability in its discretion to restrict viewer access to any broadcasts from its Venue to a pre-selected potential audience for privacy purposes.

1.8 During the Term (as defined below), LiveBarn will provide Venue Owner with three (3) complimentary LiveBarn accounts for each Ice Rink Sheet.

1.9 LiveBarn will hold Venue Owner harmless for any injuries to LiveBarn employees and agents in connection with their work.

2 TERM AND TERMINATION

2.1 The term of this Agreement commences on the date hereof and continues until the six year anniversary of the Latest Install Date (the "Term"), and it will automatically renew for successive terms of two (2) years, unless either party notifies the other in writing of its intent to discontinue this Agreement at least ninety (90) days before the expiration of the then current term.

2.2 Notwithstanding the foregoing, but subject to Subsection 3.1 below, either party shall have the right to terminate this Agreement for any reason upon giving (90) days written notice to the other party.

2.3 Upon termination of this Agreement by expiration of the term or for any other cause, LiveBarn shall, at its own cost and expense, remove all hardware, software and wiring from Venue Owner's location.

2.4 Venue Owner shall have the right to terminate this Agreement if LiveBarn materially breaches this Agreement and the material breach is not cured to within forty (40) days after Venue Owner provides written notice which outlines such breach to LiveBarn.

3 EXCLUSIVITY

3.1 In consideration for the investment of time and expense incurred by LiveBarn to fulfill its obligations under this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Venue Owner hereby declares and agrees that for a period of six (6) years from the commencement date of the Term, and notwithstanding the termination of this Agreement by the Venue Owner, for any reason, LiveBarn shall have the absolute exclusivity to broadcast Content from each of the Ice Rink Sheets using an automated (without individuals operating cameras) online broadcasting system. For greater certainty, the said exclusivity shall apply for the six (6) year period even if the Venue Owner elects to terminate this Agreement pursuant to Subsection 2.2 above prior to the expiration of the Term.

3.2 The Venue Owner hereby declares and acknowledges that the foregoing exclusivity, including the term thereof, is reasonable in the circumstances, and that LiveBarn is relying upon such exclusivity in connection with the provision of the Automated Online Broadcast Service and that LiveBarn would not have entered into this Agreement without such exclusivity. However, the foregoing exclusivity shall not apply should LiveBarn cease operations or to the extent Venue Owner terminates this agreement in accordance with section 2.4.

3.3 Venue Owner acknowledges and agrees that, in the event of a breach or threatened breach by it of the provisions of Subsection 3.1 above, LiveBarn will have no adequate remedy in money or damages and, accordingly, shall be entitled to an injunction in a court of competent jurisdiction against such breach. However, no specification in this Agreement of any specific legal or equitable remedy shall be construed as a waiver or prohibition against any other legal or equitable remedies in the event of a breach of any of the provisions of this Agreement.

4 SUPPLY OF AUTOMATED ONLINE BROADCAST SERVICE

4.1 LiveBarn will use reasonable skill and care to make the Automated Online Broadcast Service available throughout the Term. Notwithstanding the foregoing, LiveBarn shall have no responsibility, liability, or obligation whatsoever to Venue Owner, or any other third party, for any interruptions of the Automated Online Broadcast Service.

4.2 LiveBarn may, without any liability to Venue Owner, suspend the supply of all or part of the Automated Online Broadcast Service upon giving Venue Owner notice. This would occur if the LiveBarn equipment is repeatedly damaged or LiveBarn is unable to obtain a sufficient internet signal to the venue.

4.3 The Venue Owner agrees to notify LiveBarn by email to venuesupport@livebarn.com as soon as it becomes aware of any interruption or malfunction with the Automated Online Broadcast Service. Venue Owner will not be responsible for damage or malfunction of any equipment and LiveBarn will repair or replace at its cost any malfunctioning components which is required. Any required service visit by LiveBarn will be scheduled with the written approval (including email) of Venue Owner. LiveBarn will specifically explain the repair, replacement or service work to Venue Owner representative onsite and this work will only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its work.

4.4 From time to time there will be on site adjustments requiring assistance from a technically proficient person at the Venue. Venue Owner will be responsible to supply such person when necessary.

5 NOTICE TO PUBLIC

5.1 The Venue Owner agrees to post a notice at the entrance to its venue and inside each Ice Rink Sheet, advising the public that the venue is monitored by video cameras for security, safety and commercial purposes, and participants waive any claim relating to the capture or public transmission of his/her participation while at the venue. LiveBarn will supply and post these notices during its initial installation and reserves the right to modify the language contained therein from time to time, in its sole discretion, to satisfy its legal obligations.

5.2 In all agreements with parties for usage of the Venue, Venue Owner will include provisions both disclosing the existence of LiveBarn broadcasting at the

Venue and requiring such parties to notify all their users of the Venue of this.

6 MARKETING

6.1 Venue Owner agrees to promote LiveBarn through all available avenues discussed in this section, understanding that it is in Venue's best interest financially to market LiveBarn to their customers and patrons. LiveBarn will also provide, at its expense, a minimum of one (1) 2.5 x 6' color printed standing banner, branded with Venue Owner's unique code described in Subsection 1.5, to be displayed within Venue Owner's lobby in a prominent location. Venue Owner understands that failure to comply and make reasonable promotion and marketing efforts will result in lower revenue share payments to Venue Owner.

6.2 Venue Owner will provide a marketing contact person (s) who will be responsible for interacting with LiveBarn and becoming knowledgeable about the various LiveBarn marketing and promotion initiatives. Upon installation of LiveBarn, Venue Owner will make said contact available for a 30 minute video web session, serving as an orientation into all of the best practices for introducing and promoting LiveBarn. This person will subsequently be responsible for implementing promotion and marketing initiatives to Venue's customers and patrons.

6.3 Venue Owner will place a LiveBarn banner or link on their website with a backlink and embedded demo video where possible. Venue Owner will do the same with any organizations, associations, clubs and affiliates that it owns that use their facility.

6.4 Venue Owner will announce the LiveBarn installation as well as embed any demo video on all of their social media networks. Venue Owner will also like and follow LiveBarn on said social media networks as well as share content when tagged, acknowledging that this will only be used when venue is directly involved with any video shared. Venue Owner will do the same with any organizations, associations, clubs, affiliates that it owns that use their facility.

7 GENERAL

7.1 Any amendment to this Agreement must be in writing and signed by both parties.

7.2 Although LiveBarn will remain liable for its obligations hereunder, LiveBarn shall be permitted to use agents and subcontracts to perform its installation, maintenance and repair obligations hereunder.

7.3 The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

7.4 If any part of this Agreement is held to be invalid or unenforceable, that part will be severed and the rest of the Agreement will remain in force. Headings herein are for reference only.

7.5 LiveBarn hereby represents that it maintains $2,000,000 of General Liability Insurance, $2,000,000 in Media Coverage Insurance and $2,000,000 in Cyber Insurance, and that upon execution of this Agreement Venue Owner will be named as additionally insured, with its name and location included in such insurance policies.

7.6 All notices required under this Agreement must be given in writing and by email to Livebarn at venuesupport@livebarn.com, fmiller@livebarn.com, ray@livebarn.com, and to Venue Owner at its address listed herein. Either party may change its address from time to time by providing notice of such change to the other party.

7.7 This Agreement describes the entire understanding and agreement of the parties, and supersedes all oral and written agreements or understandings between them related to its subject matter.

7.8 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together will be deemed to be one instrument.

7.9 This Agreement is governed by and will be interpreted under the laws of the State of Wisconsin. Any disputes shall be heard in the courts of Portage County, WI

7.10 Each party shall keep the terms contained herein confidential and neither of its directors, officers, employees, agents or representatives, where applicable, shall disclose the terms contained herein without the express written consent of the other party, unless such disclosure is required by applicable law.

7.11 Venue Owner will not be liable to LiveBarn by reason of inconvenience or annoyance for any damages or lost revenue due to power loss or shortage, mechanical breakdown, structural damage, roof collapse, fire, flood, renovations, improvements, alterations, or closure of the facility by it or any regulatory agency.

7.12 LiveBarn consents to Venue Owner promoting in its marketing materials that LiveBarn supplies it with the LiveBarn installed product.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and at the place first above mentioned.

LIVEBARN INC.
Per: ______________________________

VENUE OWNER
Per: ______________________________

Print Name:

PLEASE FILL OUT SCHEDULE A

Venue Name and Address:

Name of Each Rink:

(i.e. Rink #1 or Main Rink)

Primary Contact - Venue General Manager or Decision Maker:

Name:

Work Number:

Cell Phone:

Email Address:

Secondary Contact or On-Site Manager:

Name:

Work Number:

Cell Phone:

Email Address:

Venue Marketing Contact:

Name:

Work Number:

Cell Phone:

Email Address:

Venue Technical Contact:

Name:

Work Number:

Cell Phone:

Email Address:

Revenue Share Payment Information:

Payee Name (name of entity depositing check):

Attention (name of individual receiving check and statement):

Street Address:

City:

State/Province:

Zip/Postal Code:

Additional Special Instructions:

August 24, 2020

Dan Kremer, Director of Parks, Recreation & Forestry
City of Stevens Point
2442 Sims Ave.
Stevens Point, WI 54481

Re: City of Stevens Point Parks, Recreation & Forestry – Bukolt & Koziczkowski Park Beach & Park Improvement Design & Planning

Dear Mr. Kremer,

Thank you for the opportunity to team with the parks department and the City of Stevens Point as you move forward with evaluating options for upgrades to the existing beach areas within our park system and community. With a strong background in parks and open space planning, design and construction, we believe Rettler Corporation will make an effective partner with the City of Stevens Point as your community moves forward with planning and design of playground improvements at Bukolt and Koziczkowski Park. Rettler Corporation takes great pride in assisting our local community and values this relationship.

Attached is a professional services proposal for Rettler Corporation to provide inventory, analysis, planning, design and bid documents and the level of compensation for those services. We are looking forward to the prospect of continuing our positive working relationship with The City of Stevens Point and serving as your professional design consultant on this project. Please do not hesitate to contact me with questions or clarifications on this information.

Sincerely,

Ross H. Rettler, PLA, ASLA
Partner
Encl; Professional Services Agreement

PROFESSIONAL SERVICES PROPOSAL

The City of Stevens Point is evaluating options to improve deteriorating beach front areas within the city parks. The two beach front areas to be evaluated will be at Bukolt and Koziczkowski parks. The existing beach front areas have their own unique challenges. The city and respective committees with to further investigate what the options are at both locations to improve the deteriorating conditions, make swimming and potential boating access easier while at the same time, investigating if there are natural options for improvement and stabilization. As part of a planning and design process, the city would like to investigate the existing conditions and challenges within the parks and develop conceptual options for new placement of the beach front areas, and other amenities as part of the beach redevelopment process. As part of this scope of work, Rettler Corporation proposes the following design scope of services.

SCOPE OF SERVICES

I. Data Collection & Site Verification

I. Obtain available mapping from the City of Stevens Point and Portage County, and utilize existing Village topographic survey information (including available site mapping for the development site).

II. Obtain existing wetland, floodplain, environmental and soils information (available from the City of Stevens Point, Portage County, and WDNR).

III. Identify adjacent land uses and potential zoning issues.

A. Assist with coordinating engagement of a geotechnical firm to conduct soil borings and stormwater test pit(s) as necessary.

1. The number, location, and type of soil borings will be coordinated with the Owner and Project Team.
2. The geotechnical report will be used in the development of construction plans, specifications.

II. Site Analysis – Review Existing Site Features

A. Review existing site analysis information including:
1. ADA compliance
2. Topography and slope
3. Views and vistas (positive and negative)
4. Existing drainage features and patterns
5. Soils and bedrock
6. Major vegetation types and locations
7. Environmentally sensitive areas
8. Existing and proposed playgrounds, community, and activities facilities
9. Existing street / roadway locations
10. Vehicle access points

11. Internal and external traffic circulation
12. Parking opportunities
13. Potential pedestrian circulation linkages
14. Relationship to existing recreation facilities
15. Buildings and other site structures
16. Utility locations
17. Adjacent property uses and impacts

III. Development Program

Evaluate the existing layouts for the proposed site. Identify and prioritize proposed improvements and generate approximate spatial commitments to each facility element proposed on the site, preliminary list to date:

A. Bukolt Park

a. Retaining wall and building review
b. Review existing storm water and existing natural resources on site
c. Options for a potential beer garden and plaza space
d. Concrete seating terraces
e. Building program elements
f. Parking, vehicle and pedestrian access
g. Trail connectivity to the surrounding residential development
h. Handicapped accessibility
i. Maintenance access
j. Infrastructure service locations and capacities (review availability and capacity of municipal sanitary sewer and water service)
k. Storm water management requirements
l. Fencing
m. Lighting and other electrical needs
n. Adjacent landscape and hardscape design for connectivity function and aesthetics

B. Koziczkowski Park

a. Existing retaining wall review conditions
b. Review existing storm water and existing natural resources on site
c. Beach and swimming area improvements
d. Pedestrian access to edge of water
e. Pier for boats and kayak access
f. Shore stabilization and reinforcement options
g. Community input via public meeting and online survey
h. Adjacent landscape and hardscape design for connectivity function and aesthetics
i. Trail connectivity to the surrounding residential development

B. Other Improvement Considerations
   a. Seating options
   b. Amenities (signage, donor recognition, flag pole, seating, etc.)
   c. Study field orientation and impacts to the site, and associated costs
   d. Synthetic surface options, use and storm water management benefits

IV. Conceptual Plan Development

A. Provide a preliminary concept plan layout, which combines all elements from the site analysis and development program.

   1. Conduct an on-site workshop session with the Committee to discuss/review the following:
      a. Layout, function and design
      b. Conceptual storm water management plan
      c. Accessibility
      d. Phasing considerations
      e. Environmental impacts
      f. Implementation and constructability
      g. Operational impacts and maintenance considerations
   2. Document consensus changes to the plan. Include all input into the Concept Plan development.
   3. Investigate likely regulatory review issues and their impact on project schedule and cost, including
      a. City of Stevens Point Site Plan review processes
      b. Village / State / County storm water management requirements
      c. State of Wisconsin Department of Natural Resources (grading and erosion control permitting)
      d. Wetland determination and delineation requirements

B. Refine Concept Plan and develop preliminary phasing scenarios and estimates of probable construction cost.

C. Review updated Concept Plan and cost estimates with Owner.

V. Concept Plan Development – Approvals and Deliverables

A. Present the draft Concept Plan to the Committee representatives for review and comment. Revise the Concept Plan accordingly.

B. Present the draft Concept Plan at a public / community meeting for input.

C. Submit line item cost estimates for all improvements, based on 2019 / 2020 construction costs of similar projects completed by Rettler Corporation.

D. Provide two laminated, color renderings (24” X 36” or 30’ x 42”) of each Concept Plan.

E. Provide and electronic version (PDF) of the completed Concept Plan.

VI. III. Construction / Bid Documents

A. Prepare construction drawings and details necessary to construct driveways, parking, curbs, sidewalks, utilities, landscaping, stormwater and erosion control. Construction drawings will include the following:

1. Title sheet
2. Existing site plan
3. Site demolition plan
4. Site layout plan
5. Site grading, erosion control & utility plan
9. Site construction details

B. Develop Project Manual
1. Specifications in CSI Format
2. Project unit price bid form
3. Contracts for construction project(s)

C. Prepare technical specifications for proposed site improvements, based on CSI Concept Specifications formatted to The City of Stevens Point requirements.

V. Bidding Phase Services

A. Provide plan set to the owner for bidding.

B. Provide pre-bid meeting with contractors to discuss project and contractor questions.

C. Assist the OWNER in advertising for and receiving bids.

D. Address questions from contractors during the bidding phase of the project and provide clarifications or addenda if required.

E. Provide bid opening, tabulate bids, and review bids with Owner and provide recommendation of award of contract.

F. Prepare contract documents based on selected contractors.

VII. Assumptions

A. There are no environmental contamination issues associated with the properties.

B. The Owner will contract directly with others for Geotechnical services.

C. A Traffic Impact Analysis is not required.

D. Wetland disturbance is not anticipated as part of this project. Wetland disturbance permitting fees are not included as part of this proposal.

E. Topographic Survey, Construction layout and staking services are not included within the scope of this proposal but can be provided as requested.

F. Minor in-house printing expenses during the design phase of the project are incidental to the proposed lump sum fee. Travel expenses for Rettler Corporation personnel traveling to the project site are incidental to the proposed fee.

VIII. Compensation for Services

A. All payments will be billed on a percent complete basis against the "Lump Sum" total.

B. If Owner changes the Scope of Services after initiation of services, the Consultant has the right to renegotiate compensation for the charged services.

C. All governmental fees will be paid directly by the City of Stevens Point.

D. Periodic invoices will be submitted on a 30-day basis. The billing amount will be determined based upon the current percent completion of services.

IX. Fee Compensation

Site Topographic Verification Survey…………………………………………….$TBD

Bukolt Park - Site Analysis & Master Planning Lump Sum Fee…………....$3,000.00

Koziczkowski Park - Site Analysis & Master Planning Lump Sum Fee……$3,000.00

Design, Engineering, Permitting & Bidding Percentage Fee......7.5% of all work designed

Rettler Corporation

8/24/2019

Ross H. Rettler, PLA, ASLA
Partner

Date

City of Stevens Point

Authorized Signature

Date

Director's Report
September 2020

Covid-19

- 50 person maximum for all organized activities still being enforced
- Masks required in Parks, Recreation and Forestry facilities
- Covid-19 plan has been developed and implemented for Willet Arena for upcoming season.

Parks

- Tuckpointing project for Goerke Stadium is completed
- Replacement gazebo for Wells Point Landing has been installed. Paid for from storm damage account from July of 2019 storm
- Seasonal staff is being reduced daily with students returning to school

Forestry

- Significant watering efforts were underway the last several weeks.
- Staff has been working on clearing/trimming stop sign view obstructions
- Preparing for fall planting

K.B. Willett Arena

- Ice will be installed next week
- Registration for lean to skate program has started
- Flooring project to begin in September