

**REGULAR MEETING**  
**Board of Park Commissioners**  
**November 4, 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: 833 3656 0983

**AGENDA**

**Discussion and Possible Action on:**

1. Roll Call
2. Approval of October 7, 2020 meeting minutes
3. Approval of 2021 - 2024 lease agreement with Northward Peddle and Paddle for Iverson Park beach and office buildings.
4. Approval of Iverson Park Candlelight Snowshoe special event on January 30, 2021 submitted by Northward Peddle and Paddle.
5. Approval of five year Green Circle Trail maintenance agreement between Portage County Parks Department, Stevens Point Parks Department and Green Circle Trail Committee.
6. Approval of Iverson Park Winter Sports Area modified opening plans.
7. Approval of Celebration Memorial Bench program and marketing brochure for Living Trees and Celebration Memorial Bench Program in City Parks.
8. Approval of awarding site analysis and project engineering to Rettler Corporation for Bukolt Park playground replacement project.
9. Director's Report
  - a. Covid Update
  - b. Parks update
  - c. Arena Update
  - d. Forestry Update
10. 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 2021 – 2024 lease agreement with Northward Peddle and Paddle for Iverson Park beach and office building.**

Northward Peddle and Paddle began operating out of Iverson Park in late spring/early summer of 2020 following the Request for Proposal process that was completed by the City Parks Department. They have requested an extended lease to continue operating at that location. The Parks Department has established a positive working relationship with their organization. The lease terms are the same as the 2020 lease but are proposed for a three-year term.

Staff recommendation is to approve the lease agreement as written.

### **4. Approval of Iverson Park Candlelight Snowshoe special event on January 30, 2021 submitted by Northward Peddle and Paddle.**

Staff met with Northward Peddle and Paddle and reviewed the 50-person max gathering limits and Covid-19 restrictions. Northward has provided details of their planning that would keep them within the current health department guidance with a majority of the event outside. This event would require a fee and the requestor will be required to pay rent for use of the lodge.

Staff recommendation is to approve the special event request provided a Covid-19 safety plan is adhered to.

### **5. Approval of five-year Green Circle Trail maintenance agreement between Portage County Parks Department, Stevens Point Parks Department and Green Circle Trail Committee.**

The City, County and Green Circle Trail Committee have a three-decade long track record of successfully managing one of the best trails in the country in the Green Circle Trail. With a recent change over in Park Directors at both the City and County, the three parties met to formalize a number of verbal agreements via this maintenance agreement.

Changes for this agreement include the City accepting maintenance responsibilities for the Brickyard Trail (near sculpture park) and an additional stretch from the northern edge of the Whiting Wellfields (adjacent Parkwood Park) north to Plover River Park. This agreement also outlines a \$5,000 payment from the Green Circle Board to the City annually for maintenance labor. Staff recommends these funds be designated to the Green Circle expenses only to help with future expenses like replacement of asphalt along the Riverfront Trail in the future.

Staff recommendation is to approve the agreement as written and designate the \$5,000 annual payment to a reserve fund to be used only for Green Circle Trail related maintenance or construction related expenses.

### **6. Approval of Iverson Park Winter Sports Area modified opening plans.**

Included in the packet are modified opening plans which detail closure of the toboggan runs for the season, limiting the warming building to restroom use only, restricting the access to the building to less than 25% occupancy and modifying operations at the sled hill to require social distancing. Further details are included in the packet.

Staff recommendation is to open the Winter Sports Area with a modified opening plan and to remain in compliance with local and state health mandates.

**7. Approval of the Celebration Memorial Bench program and marketing brochure for Living Trees and Celebration Memorial Bench Program in City Parks.**

The brochure in the packet displays the proposed bench program which would require a \$5,000 investment into the City Park system. Approximately \$2,000 to \$2,500 (depending on steel and concrete prices) would be used to install a bench on a concrete slab and the remaining dollars would be used for Parks, Recreation and Forestry related expenses. The bench would be warrantied for 10 years and the locations would be contingent on City approval. The Living Trees is an existing program and the brochure incorporates the program information that is consistent with how it currently operates.

Staff recommendation is to approve of the Celebration Memorial Bench program and brochure as presented.

**8. Approval of awarding site analysis and project engineering to Rettler Corporation for Bukolt Park playground replacement project.**

The 2021 capital budget includes \$100,000 to replace the playground at Bukolt Park. The existing playground floods during any measurable rain fall. Bukolt Park is one of the premier community parks and the existing playground equipment is split between two locations within the park. The proposal from Rettler includes topographical work (anything needed after incorporating what is on file from the City archives), site analysis and master planning to appropriately locate the playground in the park to prevent flooding and other site issues. Those two services are proposed for a not-to-exceed price of \$5,250. Following completion of the planning, Rettler proposes 7.5% of the construction budget to create bidding specifications for the new playground project. The design will include ADA accessibility, concrete sidewalk access and a curbing of the playground to define the designated play space.

Staff recommendation is to approve \$5,250 for topographical work/master planning and 7.5% of the construction budget for design, permitting and bidding. These fees will be funded within the project budget of \$100,000 and remaining funds from the Bukolt Park land sale (balance \$16,000 as of 10-30-20).

**REGULAR MEETING MINUTES**  
**Board of Park Commissioners**

**October 7, 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: 839 4339 4581**

**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, Anne Hylla, Kate Gullickson, Scott Halvorsen, Sandy Williams, Ross Rettler

**2. Approval of September 2, 2020 meeting minutes**

Motion by Hall, second by Sorenson to approve the September 2, 2020 meeting minutes.

Ayes, All; Nays, None; Motion carried.

**3. Approval of Healthy Halloween Scavenger Hunt special event for October 31, 2020 at Iverson, Bukolt and Kozickowski Parks.**

Motion by Slowinski, second Przybylski by to approve the special event permit for the Healthy Halloween Scavenger Hunt at Iverson, Bukolt and Kozickowski parks on October 31, 2020.

Ayes, All; Nays, None; Motion carried.

**4. Approval of K.B. Willett Arena Standard Facility Rental Policy**

Motion by Glodosky, second by Okonek to approve the K.B. Willett Arena Standard Facility Rental Policy.

Ayes, All; Nays, None; Motion carried.

**5. Approval Recreation program refund policy**

Motion by Okonek, second by Slowinski to approve the recreation program refund policy.

Ayes, All; Nays, None; Motion carried.

**6. Approval of Donald Copps Municipal Pool rental policy**

Motion by Hall, second Zarazua by to approve Donald Copps Municipal Pool rental policy.

Ayes, All; Nays, None; Motion carried.

## **7. Approval of 2021 Fee Schedule**

Motion by Okonek, second by Kirsch to approve the 2021 fee schedule.

Ayes, All; Nays, None; Motion carried.

## **8. Director's Report**

### **Parks**

- Logs for Bukolt Park entrance are up. Huge kudos to Steve McKay, Joel Rutkowski, Scott Halvorsen and several other members of the Parks Department who found the logs, prepared them and completed this project.
- Starting to perform winterizing/blowouts of irrigation lines
- Park restrooms will close after the October 11
- The Green Circle Trail in Bukolt Park is scheduled for install any day, will be completed in early October.

### **Forestry**

- Fall planting is about to begin. Approximately 100 trees being planted
- Have been performing playground inspections and replacing playground parts. Several slides required replacement this fall. KASH rubber surfacing has required significant patching this year.
- Will be performing some Oak Wilt trenching this month

### **K.B. Willett Arena**

- Opened to the public under modified Covid procedures at the end of September
- 142 participants enrolled for Learn to Skate this fall. Up about 20 from last year
- Offering registration for an adult and college hockey intramural league. Both leagues scheduled to begin in October 2, 2020

- 9. 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.**

Motion by Freckman, second by Hall to enter closed session at 7:06pm.

A roll call vote was called.

Ayes: Kirsch, McDonald, Okonek, Przybylski, Slowinski, Sorenson, Zarazua, Freckman, Glodosky, Hall

Nays: None; Motion carried.

## **10. Adjournment**

Closed session adjourned at 7:43 pm.

**AGREEMENT FOR RECREATION RENTALS AND CONCESSION SALES  
IVERSON PARK NATURE CENTER & BEACHHOUSE**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Stevens Point, a municipal corporation with offices located at 2442 Sims Avenue, Stevens Point, Wisconsin (hereinafter referred to be as "City") and Northward Paddle and Paddle, with offices located at 711 East Grand Avenue, Wisconsin Rapids, WI 54494 (hereinafter referred to be as "Renter"). City and Renter are sometimes hereinafter jointly referred to as the "Parties".

**WHEREAS**, the City owns two vacant buildings known as the Nature Center (4201 C Main Street) and Beach House (4201 D Main Street) located in Iverson Park, and

**WHEREAS**, the Renter is desirous of operating their business out of these two buildings, and

**WHEREAS**, the initial term of this agreement shall begin on January 1, 2021 and end on December 31, 2024. Either party may terminate the agreement by providing written notice to the other with a (90) ninety-day notice of termination.

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

1. The City grants to the renter the exclusive right to operate the recreation rentals and concession sales in Iverson Park Nature Center and Beach house for the term of this agreement.
2. The Renter shall provide the rental and/or purchase of paddle sport equipment, bikes, and snow shoes. If the Renter wishes to expand the items offered for rent or sale, the Renter shall submit a request to the City for approval prior to being authorized to rent or sell within Iverson Park.
3. The Renter acknowledges that no restrooms or running water is available within the two buildings. Water and restrooms are available in Iverson Park. Those restrooms are opened, closed and cleaned by the City.
4. The Renter shall pay the City \$200 per month for the months of May – October; rent shall be due in full the 1<sup>st</sup> of each month.
5. The Renter shall pay \$100 per month for the months of November and December; rent shall be due in full the 1<sup>st</sup> of each month.
6. The Renter shall pay (5 %) five percent of Renter's net profits derived from its activities within Iverson Park. Monthly financial statements showing deposits

and expenses must be submitted on the 1<sup>st</sup> of each month showing the previous months revenue and expenses. 5% net profit payment shall be made on the 1<sup>st</sup> of each month in addition to rental amount.

7. Renter shall pay all utility expenses for buildings it occupies pursuant to this agreement for the term of this agreement. Renter shall contact the utility companies and have utilities billed directly to the Renter. At time of this agreement, electric service is the only utility service to the premises.
8. In the event the Renter wishes to hold a special event in the park, Renter shall complete the required special event paperwork from the City and shall pay 10% of gross profits derived from such event to the City within (30) days of completion of special event.
9. The Renter shall comply with all local and state regulations, ordinances, codes and laws, including but not limited to, park hours, Wisconsin Statutes, Wisconsin Administrative Code, OSHA requirements, local zoning, health, fire, safety and sales laws.
10. The Renter shall make no improvements, alterations, additions or changes to the premises except with the written approval of the City.
11. The buildings are accepted in an "as is" condition and the City makes no promises nor commitments to refurbish or repair such buildings. The City is not responsible for providing any further utilities to the buildings and any such request for utilities by Renter shall be at Renter's expense.
12. The erection of signs and advertising or display materials relating to the Renter's business is not allowed unless authorized in writing by the City of Stevens Point. All signs, advertising or display materials and all publications, stationary, printed or promotional material and exhibits shall clearly identify the premises as property of the City of Stevens Point. The Director of Parks, Recreation and Forestry shall approve of placement of such banners or other signage submitted by the Renter.
13. The Renter shall comply with the current waste reduction, recycling and refuse disposal program. The Renter depending on volume may have to provide for the picking up or hauling away of refuse and recycle materials from the buildings.
14. The Renter shall keep the premises and surrounding grounds in a clean, neat and sanitary condition at all times. Temporary buildings and structures may be installed with prior written approval of the Director of Parks, Recreation and Forestry.
15. If the City determines the Renter's management or operation of the premises is unsatisfactory in any substantial respect or if the City determines the Renter

has failed to comply with this Agreement, the City shall notify the Renter in writing of such deficient management or operation. Except in the case of possible danger to the health or safety of park visitors or employees of the Renter or park, the Renter shall have (72) seventy-two hours to cure the problem or justify an extension of time to the Park Commission. If the Renter fails to take appropriate action as determined by the City of Stevens Point within (72) seventy-two hours of being notified, the City may terminate this Agreement immediately by providing written notice of such termination to Renter. Upon termination of this Agreement, the rights of the Renter are forfeited, and the City of Stevens Point may immediately take possession of and operate the premises except for the Renter's personal property, which Renter shall have five (5) business days to recover from the premises.

16. The City may enter upon the premises at any time upon reasonable notice of a reason and for the purpose of inspection or making such repairs and improvements as the City deems necessary. The Renter shall not cause or allow any waste or nuisance upon the premises. The Renter shall maintain all properties that are subject to this Agreement, both real and personal, in their present condition (ordinary wear and tear expected), and shall maintain high standards of cleanliness and sanitation.
17. The Renter and City shall not create any lien, security interest, nor assign, sublease or otherwise transfer this Agreement or mortgage or pledge rights under it except with written City approval.
18. The Renter shall be an independent business and not an employee or agent of the City of Stevens Point. The Renter shall post a sign no smaller than (8) eight inches by (11) eleven inches in size stating that the Renter is an independent business, operating the premises under agreement with the City of Stevens Point.
19. If the premises or any part of its destroyed or damaged by wind, water, or fire by a human or a natural cause so as to make it necessary to rebuild, restore, replace or substantially repair the premises or any part of it, the Renter agrees that the City need not rebuild, restore, replace or substantially repair the premises.

## **Insurance**

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

Minimum Limits

\$1,000,000 General Aggregate – per project  
\$1,000,000 Products & Completed Operations  
\$1,000,000 Personal & Advertising Injury  
\$1,000,000 Each Occurrence Limit

- b. Claims made form of coverage is not acceptable.
  - c. Insurance must include:
    - i. Premises and Operations Liability
    - ii. Contractual Liability including coverage for the joint negligence of the City of Stevens Point, its officers, council members, agents, employees, authorized volunteers and the named insured.
    - iii. Personal Injury
    - iv. Explosion, collapse, and underground coverage
    - v. Products/completed operations
    - vi. The general aggregate must apply separately for each location on the lease.
2. If Renter will be using vehicles for business operations within premises, proof of business automobile coverage shall be required with the following minimum limits:
- a. Limits - \$250,000 each person/\$500,000 each accident for Bodily Injury and \$100,000 for Property Damage.  
Or
  - b. \$500,000 Combined Single Limit for Bodily Injury and property damage each accident.
3. Wisconsin Compensation and Employers Liability
- a. Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:
    - i. \$100,000 Each Accident
    - ii. \$500,000 Disease Policy Limit
    - iii. \$100,000 Disease – Each Employee
4. Liquor Liability
- a. If Renter sells alcoholic beverages then liquor liability with the following limit and coverage must be carried:
    - i. Limits - \$500,000 each occurrence/\$500,000 aggregate.
5. Additional Provisions
- a. City shall be listed as Additional Insured – On the general liability coverage, business automobile coverage and liquor liability. City of Stevens Point, and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insureds.

- b. Endorsement- The Additional Insured Policy endorsement must accompany the Certificate of Insurance and be provided by the date of this agreement.
- c. Certificates of Insurance – A copy of the Certificate of Insurance must be on file with the City Clerk.

This Agreement, together with any specifications and referenced parts and attachments, shall constitute the entire Agreement and all prior agreements are hereby superseded. Any contractual revisions including cost adjustments and time extensions must be made by an amendment to this Agreement or other written documentation, signed by both parties in advance of the effective date. The Renter shall notify its insurance company and its surety, if any, of any amendment.

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

### **Indemnify, Defend, Hold Harmless**

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

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

CITY OF STEVENS POINT

NORTHWARD PEDDLE AND PADDLE

By:\_\_\_\_\_

By:\_\_\_\_\_

Name: Mike Wiza

Name:

Its: Mayor

Its:

Date:

Date:

CITY OF STEVENS POINT

NORTHWARD PEDDLE AND PADDLE

By:\_\_\_\_\_

By:\_\_\_\_\_

Name

Name:

Its: City Clerk

Its:

Date:

Date:



Submitted On \_\_\_\_\_

## PARKS, RECREATION & FORESTRY SPECIAL EVENT PERMIT

1. Name of Event: Iverson Candlelight Snowshoe Event

Event Date(s): 1/30/2021 Estimated Attendance: 100

Assembly Location: Iverson Park Dispersal Location: Iverson Park

Event Starting Time: \_\_\_\_ a.m. 6 p.m. Ending Time: \_\_\_\_ a.m. 9 p.m.

Set Up Date and Time: 1/29/2021-1/30/2021 Throughout the day

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: Snowshoe Event

☐ Financial Gain Special Event on Park Property: \_\_\_\_\_

☐ Free Public Special Event on Parkland: \_\_\_\_\_

☒ Private Special Event: Iverson Candlelight Snowshoe Event

☐ Other: \_\_\_\_\_

4. Name of Sponsoring Organization: NORTHWARD LLC

Address: 711 E. GRAND AVE City: WI Rapids State: WI Zip Code: 54494

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

5. Contact Person: Patrick Gatterman Email: patrick@gonorthward.com

Address: 1741 5th Street City: WI Rapids State: WI Zip Code: 54494

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)

Outdoor 2021 Iverson Snowshoe Candlelight Event. Open to the public with online registration. Snowshoe rentals and warming concessions available. The event will be divided into groups to minimize contact and follow all guidelines.

8. Please Check Appropriate Boxes:

|                                      | Yes                                 | No                       |                             | Yes                      | No                       |
|--------------------------------------|-------------------------------------|--------------------------|-----------------------------|--------------------------|--------------------------|
| Admission/entry fee                  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Fireworks                   | <input type="checkbox"/> | <input type="checkbox"/> |
| Financial gain activity              | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Amusement rides/Inflatables | <input type="checkbox"/> | <input type="checkbox"/> |
| Concession sales                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Erection of tents           | <input type="checkbox"/> | <input type="checkbox"/> |
| Beer sales (requires special permit) | <input type="checkbox"/>            | <input type="checkbox"/> | Amplification Equipment     | <input type="checkbox"/> | <input type="checkbox"/> |
| Vendor displays/sales                | <input type="checkbox"/>            | <input type="checkbox"/> | Musical Bands               | <input type="checkbox"/> | <input type="checkbox"/> |
| Electricity needed                   | <input type="checkbox"/>            | <input type="checkbox"/> | Horses/animals              | <input type="checkbox"/> | <input type="checkbox"/> |
| Portable toilets                     | <input type="checkbox"/>            | <input type="checkbox"/> | Boats/snowmobiles/ATVs      | <input type="checkbox"/> | <input type="checkbox"/> |
| Street closure*                      | <input type="checkbox"/>            | <input type="checkbox"/> |                             | <input type="checkbox"/> | <input type="checkbox"/> |

\*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)?**

Potentially assistance with grooming

**12. Fermented Malt Beverage Vendor:**

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    Already have due to current lease

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.

10/29/2020

Date

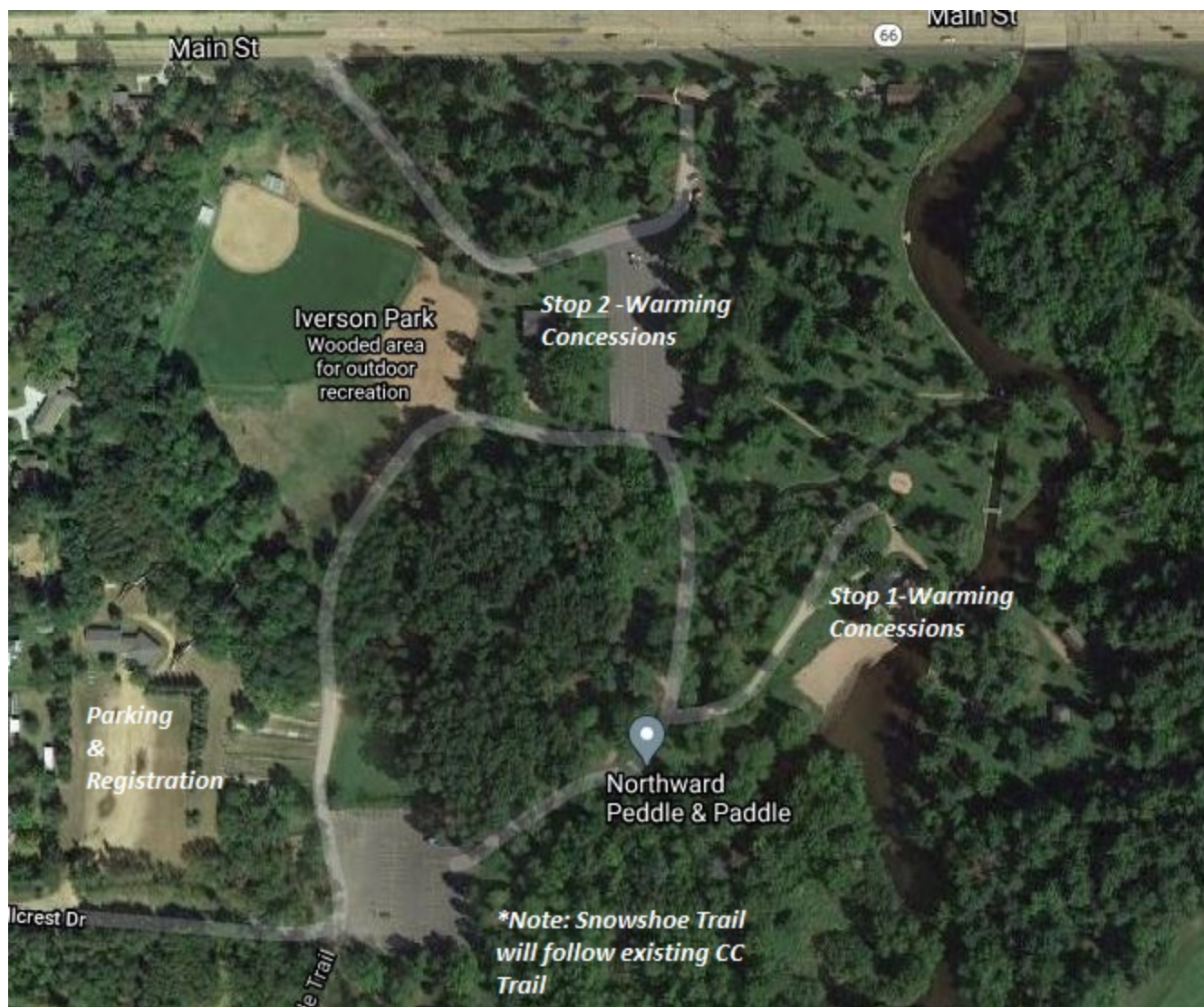
*Patrick Gatterman*

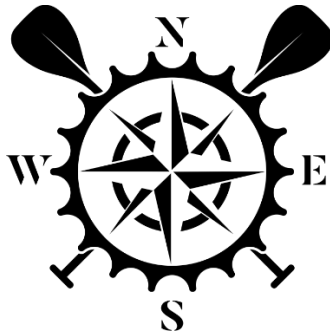
Applicant's Signature

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(For office use)

Special Event Approval Signatures: \_\_\_\_\_ Date: \_\_\_\_\_

Approval signature name (print): \_\_\_\_\_ Title: \_\_\_\_\_





## **Iverson Candlelight Snowshoe Event**

**Sponsored by Northward LLC**

**What:** Candlelight Snowshoe throughout the park along existing groomed trails. Expected attendance of 100-150. All attendees will be required to register online with respective times of 6:00pm, 6:30pm and 7:00pm. Northward has an existing platform for online registration [www.gornorthward.com/book-online](http://www.gornorthward.com/book-online)

The staggered groups will maintain maximum 50 person starting groups, however when they start to snowshoe they will be much more spread-out. There will be two/three stops with hot chocolate and coffee available.

This is a private event open to the public. Registration cost is \$15.00/person with an additional \$10 for snowshoe rentals.

**Where:** Iverson Park including Lodge, Beach House, and Open-Air Building

**When:** January 30, 2020 6:00-9:00 pm

**Promotional:** This is part of the Bigfoot Bus Tour offering outdoor adventures throughout Central Wisconsin.

# **MEMORANDUM OF UNDERSTANDING**

## **Between**

**Green Circle Trail, Inc., (“GC”),  
Portage County Parks Department (“County”),  
and the City of Stevens Point (“City”)**

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### **SUMMARY OF INTENT FOR MEMORANDUM OF UNDERSTANDING (MOU)**

The parties to this MOU shall work together in a cooperative and coordinated effort and in such a manner and fashion to bring about the achievement and fulfillment of their shared goals and objectives regarding the care and maintenance of the Green Circle Trail.

### **TERMS OF UNDERSTANDING**

#### **I. Period of Performance**

This MOU shall become effective upon signature by all parties and shall remain in effect until 5 years, unless terminated prior to that date by any party as provided herein. Any party may terminate this MOU at any time by giving one (1) year written notice to all other parties.

#### **II. Amendments**

The parties may request amendment to this MOU by notifying the other parties in writing on the nature and purpose of the requested amendment. Any such amendment will only take effect after the proposed amendment is approved and signed by the parties. Any future trail additions resulting in new trail sections or new trail maintenance shall require an amendment to this MOU to memorialize the additional maintenance duties and responsibilities of the Parties.

#### **III. Actions to Be Performed by Each Party**

##### **A. Green Circle Trail, Inc.**

1. GC shall serve as the advising oversight board of the trail and shall recommend procedures, policies, and rules for the trail which are consistent with City and County ordinances and the University of Wisconsin System Administrative Code where applicable.
2. GC shall be the fiscal agent for any trail developments, projects, maintenance, reconstruction, relocation, easement acquisition and other fiscal responsibilities directed by the GC. This provision does not include asphalt trailways or locations where the trail is running on the roadway.

3. GC shall pay for design, removal, and construction of new and existing boardwalks.
4. GC shall pay for trail supplies (boardwalks, gravel, signs, posts, gates, etc.) for trail maintenance activities directed by the GC.
5. GC shall perform all fundraising activities to fulfill financial obligations of the trail.
6. GC shall serve as the primary point of contact for community members to report complaints and concerns regarding the trail.
7. GC shall manage, administer and pay fees related to social media, website and promotional materials.
8. GC shall serve as the liaison between all Parties of this MOU to coordinate GC goals and objectives for the safe operation of the trail.
9. GC shall pay County \$6,000 per year for County duties detailed within this MOU.
10. GC shall pay City \$5,000 per year for City duties detailed within this MOU.
11. GC shall pay to repair, replace, and maintain any existing dedication and memorial benches, placards, or recognition markers on the trail as of the effective date of this MOU. Any future benches, placards, or recognition markers shall only be permitted for installation by written approval of the Parties and property owner of the real estate upon which the item is proposed to be placed.

B. Portage County

1. Subject to GC's responsibilities outlined in III. A. above, Portage County shall be responsible for Moses Creek Trail, Plover River Trail, McDill Trail (Northern edge of Whiting Well Field south to Highway HH), Whiting Crossing Trail, Paper Mill Trail, and River Pines Trail. Collectively these trail sections are hereinafter referred to as "County Trails" totaling approximately 14 miles.
2. Portage County shall assist the GC with trail development and maintenance, as related to potential future additions and changes to the trails.
3. Portage County shall conduct routine patrol and maintenance of County Trails.

4. Portage County shall repair County Trails damaged by storms, floods, wind and other natural or manmade causes.
5. Portage County shall mow brush impeding the trails, add trail gravel, cut and remove trees impeding the trails, repair trail boardwalks, and maintain trail signs (including posting signs that alert the public to trail detours) for County Trails.
6. Portage County shall confer with and act as representative with third party contractors providing trail maintenance, construction and repairs.
7. Portage County shall conduct inspections of work performed by third-party contractors to the County Trails.
8. Portage County shall conduct safety inspections of the County Trails.

C. City of Stevens Point

1. Subject to GC's responsibilities outlined in III. A. above, City shall be responsible for Brickyard Trail, Stagecoach Trail, Riverfront Trail, Westside Loop, Iverson Park Trail, McDill Trail (from northern edge of Whiting Well Field north to Patch Street). Collectively, these trail sections are hereinafter referred to as "City Trails" totaling approximately 10.5 miles.
2. City shall assist the GC with trail development and maintenance, as related to potential future additions and changes to the trails.
3. City shall conduct routine patrol and maintenance of City Trails.
4. City shall repair City Trails damaged by storms, floods, wind and other natural or manmade causes.
5. City shall mow brush impeding the trails, add trail gravel, cut and remove trees impeding the trails, repair trail boardwalks, and maintain trail signs (including posting signs that alert the public to trail detours) for City Trails.
6. City shall confer with and act as representative with third-party contractors providing trail maintenance, construction, and repairs.
7. City shall conduct inspections of work performed by third-party contractors to the City Trails.
8. City shall conduct safety inspections of the City Trails.

#### **IV. Schmeeckle Reserve**

The Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin-Stevens Point, Schmeeckle Reserve and its supporting partners will maintain those sections of the Green Circle Trail located within Schmeeckle Reserve on the UW-Stevens Point campus.

#### **V. Mutual Aid**

In the event of severe storms, lightning, tornado, fire and other unforeseen Acts of God, Parties agree to provide mutual aid to each other whenever possible. Mutual aid may include tree removal, trail grading, mowing, labor and maintenance machinery. Parties will only provide mutual aid following completion of higher priority maintenance responsibilities within their individual organizations.

In the event of severe storms, Acts of God, and other emergencies additional funding may be necessary to help pay for cleanup, repair and possible contracted service assistance. In those situations, the County, City and Schmeeckle Reserve shall submit a written request to the GC requesting any additional financial assistance needed. The GC shall review those requests and shall not unreasonably deny such request.

#### **VI. Limitation of Liability**

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this MOU.

#### **VII. Governing Law**

This MOU shall be governed by and construed in accordance with the laws of the State of Wisconsin.

#### **VIII. Assignment**

Parties shall not assign or transfer the responsibilities or agreement made herein without the prior written consent of the other parties; approval shall not be unreasonably withheld.

#### **IX. Entire Understanding**

This MOU constitutes the entire understanding of the Parties in regard to the Green Circle Trail. This MOU supersedes any prior contracts, licenses, and/or other agreements entered into between the Parties before the Effective Date listed within this MOU in regards to the Green Circle Trail.

**X. Authorization and Execution**

Each of the undersigned certifies that they have read the entire MOU, that they have official authority to enter the MOU on behalf of their principal, and that each specifically agrees to abide by and comply with all terms.

SIGNATURES Of Approval For MOU:

\_\_\_\_\_  
Ryan Rose – Parks Director  
**Portage County Parks Commission**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Menzel, President  
**Green Circle Trail, Inc.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dan Kremer  
**City of Stevens Point Parks, Recreation,  
Forestry Department**

\_\_\_\_\_  
Date

# COVID-19 Procedures Iverson Winter Sports Sled / Snowboard Hills

Scott Halvorsen: Parks Maintenance Supervisor

Stevens Point Parks Recreation and Forestry Department

Please know all procedures in this document are subject to change due to the rapidly changing nature of COVID-19. Any changes will be communicated to employees and our guests.

## GENERAL INFO & PROCEDURES FOR COVID-19

### Signs & Symptoms of COVID-19

People with COVID-19 can have mild to severe symptoms. Symptoms may appear 2-14 days after exposure to the virus. According to the CDC, people with these symptoms may have COVID-19:

- Fever
- Cough
- Shortness of breath
- Difficulty breathing
- Fatigue
- Muscle or Body Aches
- Headache
- New loss of taste
- New loss of smell
- Sore Throat
- Congestion
- Runny nose
- Nausea or vomiting
- Diarrhea

Staff and park guests are asked not to attend or visit the park if they or a member of their household have symptoms or if any family members or close contacts have tested positive for COVID-19 in the last 14 days.

### Building Access

- All-Purpose building will be limited to 25 people or less. This number may increase or decrease based on health department mandates and staff observations
- Face coverings required to enter the building
- Building use is restricted to restroom use only. No congregation allowed (including no snacks, hot chocolate, etc.)
- Signage will be installed to alert people they may enter the building to use the restroom only and then must exit
- One door is signed for entrance, the opposite door is signed exit
- Attendant in building sanitizing touchpoints frequently
- Attendant cleans restrooms at least once during the day in addition to the daily morning cleaning

### Toboggan Runs

- CLOSED
  - Due to the inability to protect staff from having to be within 6' of participants at all times
  - Inability to properly sanitize/clean touch points due to weather conditions
  - Inability to restrict lines safely as there is only one launch point to use the toboggan slide

## **Sledding Hill**

- Sledding and snowboard rules will continue to be enforced.
- Social distancing will be encouraged.
- One-way traffic will be enforced by designating all steps to be used for going uphill only.
- Recommendations in Phase approach:
  - Phase 1
    - No limit on attendance
    - Signage placed at entry points and bottom of the hill stating
      - Social distancing must be observed at all times for non-household groups
      - No congregating allowed
      - Masks are recommended at all times
      - One-way traffic on the stairway
      - Must line up at line markers at the top of hill (we will need to place stakes that are 6' apart for each run)
      - Failure to follow the rules will result in loss of hill privileges and/or closure of the sledding hill.
  - Phase 2  
(due to large demand and too many people to safely social distance, people not properly following the rules)
    - Attendant is placed in Riverfront Rendezvous ticket booth on Hillcrest entrance
    - Limit cars to 30 cars entering the park (car limits will be increased/decreased based on observations from hill attendant and patrons on the hill)
    - As cars leave, new cars may enter
    - Car limit will apply to all park users (sledders, snowboarders, skiers, snowshoes, etc.)
  - Phase 3  
(Due to inability to enforce safety protocol, a severe outbreak, local health order, etc.)
    - Complete hill closure

## **Private Party Rental**

Private party rentals will be allowed in compliance with current health department mandates.

## **Social Distancing**

The CDC recommends social distancing of 6 feet. Please remain 6 feet apart from others and encourage patrons to do the same.

## **Facility Signage**

Facility Signage will be posted throughout the upper Winter Sports Area, reminding of the signs and symptoms of COVID-19 and other precautions such as social distancing. Signs will indicate

steps to be used for going uphill only. Notices will be posted for possible early closure due to excessive attendance.

### **Face Coverings**

Facemasks will be worn by staff at all times at the Iverson Winter Sports Area. Additionally, it will be recommended that all patrons (over age 5) wear a facemask while at the park.

### **Handwashing and Hand Sanitizer**

Hand sanitizer will be available for staff in the All-Purpose lodge. Please use the sanitizer frequently when handwashing is not an option.

### **Cleaning & Disinfecting**

Increased cleaning and sanitization measures will take place in the All-Purpose Lodge. Cleaning and disinfecting outside will be limited. There are no handrails on the sled hills and very few commonly touched surfaces. Patrons bring and use non-City owned sleds and snowboards.

### **Reported Positive COVID-19 Employee or Park Patron**

In the event someone tests positive for COVID-19, contact tracing is coordinated via the County Health Department in which the positive result occurred. The City cannot provide names of individuals whom the City learns tested positive but will make every attempt to notify employees and guests who may be known “close contacts” to the positive test employee or guest. Close contacts are defined as answering “yes” to at least one of the following questions:

- Did you have direct physical contact with the person (shook hands, hug, etc.)
- Were you within six (6) feet for more than fifteen (15) minutes
- Did you stay overnight for at least one (1) night with the person
- Could you have had contact with any of the persons respiratory secretions (cough, sneeze)

If you answer yes to one of those questions, you will be asked to leave the park and consult with your medical provider. You may be subject to local isolation and/or quarantine orders per your medical provider and may be required to provide documentation to be able to return to the Iverson Winter Sports Area.

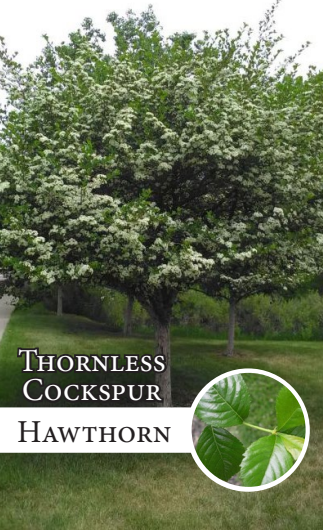
**Any questions or concerns please contact:**

**Scott Halvorsen**

**Parks Maintenance Supervisor**

**Stevens Point Parks Recreation and Forestry**

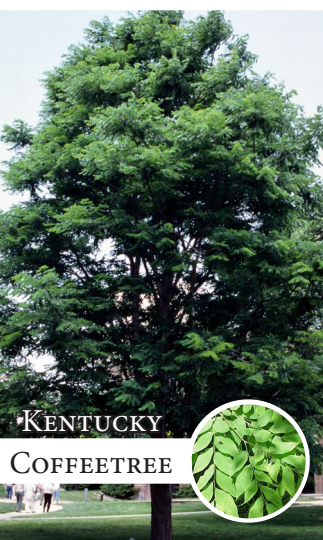
**715-346-1541 [shalvorsen@stevenspoint.com](mailto:shalvorsen@stevenspoint.com)**



THORNLESS  
COCKSPUR  
HAWTHORN



WHITE PINE



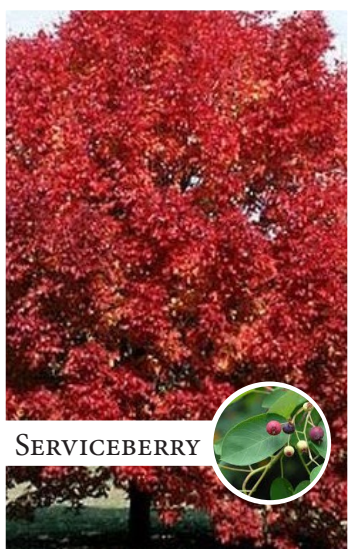
KENTUCKY  
COFFEETREE



WHITE OAK



HACKBERRY



SERVICEBERRY



## CELEBRATE

*With a lasting tribute*

The Living Trees Memorial and Celebration Memorial Bench programs offer a unique opportunity to honor a person or event while contributing to the beautification of public lands in our community.

STEVENS POINT PARKS, RECREATION  
AND FORESTRY DEPARTMENT  
2442 Sims Avenue, Stevens Point WI 54481  
715-346-1531 • [www.stevenspoint.com/parks](http://www.stevenspoint.com/parks)



## Living Trees and Celebration Memorial Bench Programs



## LIVING TREES MEMORIAL FUND PROGRAM

Since 1988, the Living Trees Memorial Fund program has been a collaboration between the Stevens Point Parks, Recreation and Forestry Department and the Community Foundation of Central Wisconsin. This program provides opportunities for honoring and memorializing others by planting trees in the City of Stevens Point park system.

The Living Tree Memorial Project fund is held by the Community Foundation and the planting and logistics for the tree planting and dedication are performed by the City of Stevens Point Forestry Department. This program was established for the beautification of our public lands in our community.



The Community Foundation is a tax-exempt organization with a mission to inspire charitable giving by connecting people and resources to enhance Central Wisconsin now and for future generations.

A tax-deductible contribution of \$300 will provide for a tree purchase, planting and 15-year maintenance of that

original tree. You and your family or friends may be present during the tree planting process. City staff will offer this opportunity to you prior to scheduling the planting date.

## CELEBRATION MEMORIAL BENCH PROGRAM

The Stevens Point Parks, Recreation and Forestry Department developed the Celebration Memorial Bench Program in 2020 as an opportunity to donate a bench in celebration, honor, or memory of a person or event. Your donation will serve as a commemoration and enhance the Stevens Point community.

A \$5,000 bench contribution will fund the purchase of a bench with a commemorative plaque, a concrete slab, install and a 10-year warranty.

All remaining funds following the purchase and install of the bench are used to support the Stevens Point Parks, Recreation and Forestry Department for programs and park projects.



Those items may include general maintenance of a park amenity, purchase of new park equipment, recreational activity, or funding for a Parks, Recreation and Forestry Department program or cause.



If you would like to participate in one of our memorial programs, please fill out the order form to the right and mail it with payment to the appropriate department.

**THANK YOU FOR YOUR SUPPORT  
OF OUR MEMORIAL PROGRAMS.**

## PLEASE SELECT WHICH PROGRAM YOU WISH TO PARTICIPATE IN:

☐ LIVING TREE MEMORIAL - \$300

*Make Check Payable & Send to:  
Community Foundation of Central Wisconsin  
1501 Clark St, Stevens Point, WI 54481*

☐ CELEBRATION MEMORIAL BENCH - \$5,000

*Make Check Payable & Send to:  
City of Stevens Point Parks Department  
2442 Sims Ave, Stevens Point WI 54481*

Name

Address

City

State

Zip

Email Address

Telephone

Requested Park and Location

### TREE PROGRAM (SELECT ONE)

☐ In Memory Of

☐ In Honor Of

Honoree's name

Preferred Tree Species (select one):

☐ Serviceberry

☐ White Oak

☐ Hawthorn

☐ Coffee Tree

☐ White Pine

☐ Other (By request and

☐ Hackberry

approval from Forester)

### BENCH PROGRAM (PLAQUE INSCRIPTION)

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CITY OF STEVENS POINT PARKS, RECREATION & FORESTRY  
BUKOLT PARK – PLAYGROUND REDEVELOPMENT PROJECT  
PARK IMPROVEMENT DESIGN & PLANNING

July 17, 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 Park  
Playground – 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 playgrounds 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 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,

A handwritten signature in black ink, appearing to be "Ross H. Rettler".

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



CITY OF STEVENS POINT PARKS, RECREATION & FORESTRY  
**BUKOLT PARK – PLAYGROUND REDEVELOPMENT PROJECT**  
PARK IMPROVEMENT DESIGN & PLANNING

## **PROFESSIONAL SERVICES PROPOSAL**

The City of Stevens Point is evaluating replacement options for play grounds within the city parks. The first playground area to be evaluated will be at Bukolt park. The existing playgrounds location has created flooding issues and the city would like to evaluate options for possible relocation and upgrades to the play area. As part of a planning and design process, the city would like to investigate the existing conditions and challenges within the park and develop conceptual options for new placement of the playground, ada accessible connections, and other amenities as part of the playground 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



CITY OF STEVENS POINT PARKS, RECREATION & FORESTRY  
**BUKOLT PARK – PLAYGROUND REDEVELOPMENT PROJECT**  
PARK IMPROVEMENT DESIGN & PLANNING

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 – Playground Redevelopment
  - a. Soccer facilities, and age groups serviced
  - b. Building program elements
  - c. Parking, vehicle and pedestrian access
  - d. Trail connectivity to the surrounding residential development
  - e. Handicapped accessibility
  - f. Maintenance access
  - g. Infrastructure service locations and capacities (review availability and capacity of municipal sanitary sewer and water service)
  - h. Storm water management requirements
  - i. Sound and data management systems
  - j. Fencing
  - k. Lighting and other electrical needs
  - l. Accessibility for players and spectators
  - m. Pedestrian / spectator safety (netting, canopies)
  - n. Adjacent landscape and hardscape design for connectivity function and aesthetics
- 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



CITY OF STEVENS POINT PARKS, RECREATION & FORESTRY  
**BUKOLT PARK – PLAYGROUND REDEVELOPMENT PROJECT**  
PARK IMPROVEMENT DESIGN & PLANNING

- 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 an 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



CITY OF STEVENS POINT PARKS, RECREATION & FORESTRY  
**BUKOLT PARK – PLAYGROUND REDEVELOPMENT PROJECT**  
PARK IMPROVEMENT DESIGN & PLANNING

- 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.



CITY OF STEVENS POINT PARKS, RECREATION & FORESTRY  
**BUKOLT PARK – PLAYGROUND REDEVELOPMENT PROJECT**  
PARK IMPROVEMENT DESIGN & PLANNING

**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.....\$1,500.00  
Playground Site Analysis & Master Planning Lump Sum Fee.....\$3,750.00  
Design, Engineering, Permitting & Bidding Percentage Fee.....7.5% of all work designed

**Rettler Corporation**

A handwritten signature in black ink, appearing to be "Ross H. Rettler".

\_\_\_\_\_  
**Ross H. Rettler, PLA, ASLA**  
**Partner**

\_\_\_\_\_  
7/17/2019

**Date**

**City of Stevens Point**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**