

REGULAR MEETING
Board of Park Commissioners
March 4, 2020
Police Department
Community Room
933 Michigan Ave.
Meeting Room
6:30 p.m.

Discussion and Possible Action On:

1. Roll Call
2. Approval of the February 5, 2020 Minutes
3. Special Event request for Stevens Point Pride event at Pfiffner Pioneer Park on June 19, 2020
4. Discussion on Pfiffner Pioneer Park irrigation project and Donald Copps Municipal Pool Project Bids.
5. Reallocation of Parks, Recreation and Forestry Department capital funds for capital projects.
6. Pfiffner Pioneer Park irrigation project bids.
7. Donald Copps Municipal Pool filter replacement project bids.
8. Discussion on alcohol ordinance for Goerke Park
9. Discussion on Bukolt and Iverson Park Beach Houses, Iverson Park office building and Iverson Park storage building.
10. Presentation by City Forester, Todd Ernster, on Forestry operations.
11. Director's report
12. 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.

**MEETING MINUTES
BOARD OF PARK COMMISSIONERS
February 5, 2020 AT 6:30 P.M.
POLICE DEPARTMENT COMMUNITY ROOM
933 MICHIGAN AVENUE**

- 1. Roll Call**
- 2. Approval of the January 2, 2020 Minutes**
- 3. Presentation and Discussion on Emerson Park concept plan.**
- 4. Special Event Request – Paddlequest - Bukolt Park on August 7 - 9, 2020**
- 5. Awarding Emerald Ash Borer treatment quotes for 2020 and 2021.**
- 6. Lodge, Rec Center, Park Facility and Park Space rental policy update.**
- 7. Amendment to Cell Phone Antenna Lease Agreement in Goerke Park.**
- 8. Presentation on Winter Sports Area and Winter Outdoor Recreation, presented by Parks Superintendent, Scott Halvorsen.**
- 9. Director’s report**
- 10. Adjournment**

1. Roll Call

Present: Freckmann, Glodosky, Hall, Kirsch, McDonald, Okonek, Przybylski, Slowinski, Sorenson, Alderperson Zarazua

Absent: Shorr

Also Present: Director Dan Kremer, Regina Lobrer, Amanda Leemann, Aaron Lofgren, Jacob Math, Michael O’Meara, Cindy Nebel, Ken Wanta, Steve McKay, Tor Jennings, Carol Molepske

2. Approval of the January 2, 2020 Minutes

Motion by McDonald, seconded by Hall to approve the January 2, 2020 Minutes.

Ayes all; Nays none; Motion carried.

3. Presentation and Discussion on Emerson Park concept plan.

Mike O’Meara and Alder Cindy Nebel of the Friends of Emerson Park presented Emerson Park concept plan draft. Carol Molepske requests notice of concept plan be given to residents

immediately surrounding Emerson Park. Park Commission requested native plantings be considered, ample bike racks be included and parking needs be reviewed.

Public input process will be completed prior to final plan coming back to the commission for review at a later date.

4. Special Event Request – Paddlequest - Bukolt Park on August 7 - 9, 2020

Motion by Sorenson, seconded Slowinski to approve Paddlequest Special Event at Bukolt Park on August 7 - 9, 2020

Ayes all; Nays none; Motion carried.

5. Awarding Emerald Ash Borer treatment quotes for 2020 and 2021.

Motion by Hall, second by McDonald to award the Emerald Ash Borer treatment quote to Tru Green for 2020/2021 in the amount of \$6.15 per diameter inch.

Ayes all; Nays none; Motion carried.

6. Lodge, Rec Center, Park Facility and Park Space rental policy update.

Motion by Sorenson, second by Slowinski to accept the Lodge, Rec Center, Park Facility and Park Space rental policy update with the change of giving 100% refund, less processing fee, for 60 or more days prior notice of cancellation; 50% refund, less processing fee, for 59 -30 days prior notice of cancellation; and 0% refund for less than 30 days prior notice of cancellation.

Ayes all; Nays none; Motion carried.

7. Amendment to Cell Phone Antenna Lease Agreement in Goerke Park.

Director Kremer requests to delay this action item as more review needed. Hall recommends looking into safety guidelines.

8. Presentation on Winter Sports Area and Winter Outdoor Recreation, presented by Parks Superintendent, Scott Halvorsen.

Park Superintendant Halvorsen presented a power point presentation on outdoor ice rinks and Iverson Winter Sports area.

9. Director's report

K.B. Willett Arena, Goerke Stadium, Pool

- Staff is reviewing specifications for the new Zamboni replacement and will be ordering before spring.

- Staff is working on rubber flooring specifications for replacement of the lower level at the Willett
- Gregg and Kate are working on partnering with the YMCA to show a movie at the pool this summer
- State review of the pool filter and mechanical project has been approved. Bidding will start in February Parks
- Seasonal job openings have been posted for spring/summer
- Annual ball field scheduling meeting was held Wednesday, January 29, 2020
- Snow and winter sports activities in full swing

Forestry

- Trimming season for the crew
- Multiple staff members attending WI Arborist Association conference in February
- Todd is working on 2020 planting list
- GIS plotting of street trees nearing completion
- Crew will be attending diggers hotline training in March
- Beginning to work on Bukolt Park GCT reroute trimming.

Administration

- Park technician position status update
- Department is working on Civicrec online reservation and registration software. Hope to complete and have ready for launch by May.

10. Adjournment

Motion by Slowinski, second by Kirsh to adjourn meeting at 7:31 p.m.

Ayes all; Nays none; Motion carried.

Agenda Notes

3. Special Event request for Stevens Point Pride event at Pfiffner Pioneer Park on June 19, 2020.

Stevens Point Pride event has submitted a special event permit application for Pfiffner Park and will use the band shell, adjacent restroom and green space facilities. The applicant has indicated they will sell beer and concessions and is in the process of acquiring the required alcohol permits from the City Clerk's office. Staff recommendation is to approve the Stevens Point Pride special event in Pfiffner Park for June 19, 2020.

4. Discussion on Pfiffner Pioneer Park Irrigation Project and Donald Copps Municipal Pool Project Bids.

This discussion item is on the agenda because both projects low bids were higher than the 2020 capital budgeted amounts. I will provide details about the bids received and the options that can be considered in order to accomplish these projects in 2020. This will be a discussion only item but will provide the information to aid the Park Commission as they consider item #5, #6 and #7.

5. Reallocation of Parks, Recreation and Forestry Department capital funds for capital projects.

6. Pfiffner Pioneer Park irrigation project bids.

Two bids were received for the project and the low bid was from Schulfer's of Plover. Staff recommendation is to award the Pfiffner Pioneer Park irrigation project to Schulfer's in the amount of \$67,900.

7. Donald Copps Municipal Pool filter replacement project bids.

One bid was received for the project from Badger Swimpools Inc. and the base bid amount was \$144,365; the alternate bid amount was \$3,100. Total base bid and alternate bid price is \$147,465. Staff recommendation is to award the project base bid and alternate bid in the amount of \$147,465 to Badger Swimpools Inc.

8. Discussion on alcohol ordinance for Goerke Park.

Staff has received requests for alcohol in relation to athletic events and private rentals in and around Goerke Stadium, the Willett Arena and parking areas. This item is a discussion and review of the current ordinance and staff will ask for direction on possible future ordinance revisions based on feedback from the commission.

9. Discussion on Bukolt and Iverson Park Beach Houses, Iverson Park office building and Iverson Park storage building.

The City has had annual lease agreements with Naturetreks for the beach houses at Iverson and Bukolt Park and an office and storage building in Iverson Park. Naturetreks has made the City aware they are in the process of trying to sell their business and will not be returning this year. Staff has received calls from other interested parties inquiring as to if the buildings are available. Staff recommendation is to release a Request for Proposals and allow interested parties to submit their proposals to lease these facilities.

Date 2/25/20

PARKS/RECREATION & FORESTRY SPECIAL EVENT PERMIT

Name of Group Ryan Goszkowicz (org. name pending) Telephone Number 715-340-6573
 Street Address 5279 Hwy 66 City Stevens Point Zip Code 54482
 Are you a 501 (C-3) non-profit organization? no yes, Tax Exempt No. _____
 Applicant's Name Ryan Goszkowicz Home Telephone Number 715-340-6573
 Address 5279 Hwy 66 Stevens Point WI 54482 Business Telephone Number _____
 Email r.goszkowicz

SECTION A:

TYPE OF EVENT (Check all appropriate block(s) and circle type of event)

- Athletic Activity (tournament or sports event)
- Financial Gain Special Event on Parkland (Concert, festival, circus, carnival show, assembly/MUST submit layout map of area)
- Free Special Event on Parkland (Concert, festival, circus, carnival show, assembly/MUST submit layout map of area)

Name of Activity/Purpose Stevens Point Pride

Assembly Area: Pliffner Park/Bands Dispersal Area: N/A

Event Date(s): June 19th 2020 Estimated Attendance 500
Month Date Year

Event Starting Time: 3 p.m. Ending Time: 9 p.m.

When will you set-up (date & time): 12pm same day

PLEASE CHECK APPROPRIATE BOXES:

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

Possible fundraising for charity or local org.

SECTION B:

1. Please explain the purpose and nature of your event including all planned activities: attach additional sheet if necessary. To show support to LGBTQ + community members. Fun for all ages. Food & drink vendors. Music, Drag show, & various entertainment. Various stands, community groups, & information booths.

2. How will you advertise this event?
Local newspaper & social media

3. Name of vendor who will supply fermented malt beverages: TBD
What quantities will be ordered? _____

4. Describe your planned method of crowd control? Local volunteers w/ assistance from police.

5. Please check the item below which best describes your method of financing, purchasing and dispensing of your fermented malt beverage and/or food:

The organization will purchase beverage from the general treasury and give them to any person during the event.

The organization will purchase beverage from the general treasury and sell them to members during the event.

The organization shall collect a predetermined amount from all those planning to attend and serve food and/or beverage for prepaid members only.

The organization shall purchase all food and/or beverage from the general treasury and sell them to anyone.

All members will bring their own fermented malt beverage for their own consumption.

Other, please describe: possible sponsor will provide and sell

Fermented malt beverages will not be dispensed in any way.

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.

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 in the amount of \$1,000,000.00 naming the CITY OF STEVENS POINT as an additional insured party.

2/13/2020
Date

Ryan Josephson
Applicant's Signature

Administrative Action: _____

Parks Commission Action: _____

Public Protection Action: _____

City Council Action: _____

BID TAB
CITY OF STEVENS POINT
PFIFFNER PARK IRRIGATION REPLACEMENT PROJECT #20-06
SEALED BIDS OPENED 10:00 A.M., FEBRUARY 25, 2020

BASE BID				Schulfer's Plover, WI		Re-Vi Design, LLC Wausau, WI	
ITEM NO.	EST. QUAN.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
628.7015	2	EACH	Inlet Protection Type C	\$ 150.00	\$ 300.00	\$ 75.00	\$ 150.00
SPV.0105.01	1	L.S.	Abandon Existing Irrigation System	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -
SPV.0105.02	1	L.S.	Furnish and Install Proposed Irrigation System	\$ 64,600.00	\$ 64,600.00	\$ 70,995.00	\$ 70,995.00
SPV.0105.03	1	L.S.	Site Restoration	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
Total Base Bid:					\$ 67,900.00		\$ 76,145.00

BID TAB
CITY OF STEVENS POINT
STEVENS POINT MUNICIPAL POOL EQUIPMENT IMPROVEMENTS
SEALED BIDS OPENED 11:00 A.M., FEBRUARY 25, 2020

BASE BID				Badger Swimpools, Inc. Prairie du Sac, WI	
ITEM NO.	EST. QUAN.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.1000	1	L.S.	Removal of existing D.E. filter equipment and activity pool recirculation equipment/piping (Per Plan Sheet AQ1.00)	\$ 4,000.00	\$ 4,000.00
1.2000	1	L.S.	Removal of existing 4" pool drainage line to the storm sewer west of the existing equipment room (Per Plan Sheet AQ1.00)	\$ 2,500.00	\$ 2,500.00
1.3000	1	L.S.	Removal of existing ductile iron pipe from activity pool surge tank (Per Plan Sheet AQ1.00)	\$ 1,500.00	\$ 1,500.00
2.1000	1	L.S.	Installation of new activity pool recirculation piping (Per schematic on Plan Sheet AQ1.03 - contractor to verify lengths of pipes required)	\$ 9,500.00	\$ 9,500.00
2.2000	1	EACH	Installation of new activity pool recirculation pump (Per equipment list on Plan Sheet AQ1.03)	\$16,900.00	\$ 16,900.00
2.3000	1	L.S.	Installation of anti-vortex plate for activity pool recirculation system (Per equipment list on Plan Sheet AQ1.03 & detail 5 on Plan Sheet AQ20.00)	\$ 3,500.00	\$ 3,500.00
2.4000	1	L.S.	Installation of concrete filter cap over existing D.E filter (Per details 1 and 2 on Plan Sheet AQ20.00)	\$25,680.00	\$ 25,680.00
2.5000	3	L.S.	Installation of new activity pool high performance horizontal sand filters (Per equipment list on Plan Sheet AQ1.03)	\$20,120.00	\$ 60,360.00
2.6000	1	L.S.	Installation of 6" filter backwash line to the manhole west of the existing equipment room (Per Plan Sheet AQ1.00)	\$10,600.00	\$ 10,600.00
3.1000	2	EACH	Removal and replacement of wading and plunge pool strainer baskets (Per Plan Sheet AQ2.00)	\$ 4,912.50	\$ 9,825.00
				Total Base Bid:	\$ 144,365.00
				Total Base Bid:	\$ 144,365.00
ALTERNATE BID					
4.1000	1	L.S.	Installation of new activity pool chemical equipment (Per Plan Sheet AQ1.02)	\$ 3,100.00	\$ 3,100.00
				Total Base with Alternate Bid:	\$ 147,465.00

24.04 DRINKING IN GOERKE MEMORIAL PARK.

PUBLIC PEACE AND OFFENSES

Sec. 24.03

(1) Whoever consumes or has in his or her possession fermented malt beverage or intoxicating liquor in Goerke Memorial Park in the City of Stevens Point except as hereinafter provided, shall suffer a forfeiture not to exceed \$120.00 and in lieu of such payment assessed, imprisonment for not more than 30 days in the county jail.

(2) Notwithstanding the provisions of subsection (1) above the K. B. Willett Arena and the recreation center and such other areas as from time to time the common council may declare by resolution, shall be exempt from the provisions of this ordinance as it applies to the consumption and possession of fermented malt beverage.

(3) The consumption and or possession of fermented malt beverage in the K. B. Willett Arena, the recreation center or such other areas as permitted by the common council shall occur only when and under the following conditions:

(a) The city of Stevens Point shall be the exclusive vendor of fermented malt beverage in these areas.

(b) The consumption and or possession of fermented malt beverage is permitted only within the structural confines of the K. B. Willett Arena, the recreation center or designated area.

(c) The consumption and or possession of fermented malt beverage in the K. B. Willett Arena, the recreation center or designated area is permitted only as described by chapter 125 of the Wisconsin statutes as amended.

(4) Notice shall be posted at the entrances of the K. B. Willett Arena and recreation center giving notice of the applicable provisions of this ordinance. Absence of the notices shall not affect the enforcement of the ordinance.

**AGREEMENT TO OPERATE A RENTAL CONCESSION IN
BUKOLT PARK BATHHOUSE
CITY OF STEVENS POINT**

This concession agreement (Agreement) is entered into by the City of Stevens Point (City) and Nature Trek (Concessionaire).

The above parties agree as follows:

1. The City of Stevens Point grants to the Concessionaire the exclusive right to operate the camp store/rental concession in Bukolt Park Bathhouse from the date this Agreement is signed and any required insurance coverage is activated, May 1, 2019 through September 30, 2019. This Agreement shall terminate on that date and the Concessionaire shall relinquish all claims and rights regarding this concession at that time. However, if the Concessionaire informs the City of Stevens Point in writing at least thirty (30) days in advance of the expiration of this Agreement, the City of Stevens Point may, renew this Agreement for consecutive one-year terms.
2. The concession shall provide for the rental of bikes, canoes, kayaks, and related equipment. If the Concessionaire wishes to expand the items offered for rent or sale, the City of Stevens Point may approve such expansion if it is outdoor recreation related. No bikes, canoes, kayaks or other related equipment may be stored outside the building over night. All employee vehicles must be park in the granite parking lot south of the Bukolt Lodge. The Concessionaire may provide other items or services consistent with the concession operation. The Parks Commission of City of Stevens Point shall approve all items for sale or rent under this Agreement.
3. The Concessionaire shall pay a rental fee of \$150.00/month if only rentals/concession occur out of the building/park or \$500.00/month if rentals and sales(bikes, canoes, etc.) occur out of the building/park. The fees will be paid to the City of Stevens Point by October 31st each year or sixty (60) days after the end of the concession season, whichever occurs first. Concessionaire covers all utility costs and installation of any new utilities needed for operation.
4. The concession shall be operated and open for business on a regularly scheduled basis mutually agreeable to the Parks Commission and the Concessionaire.
5. The property on which the Premises is located is managed and administered wholly and exclusively under the jurisdiction of the City of Stevens Point.
6. The management and operation of the concession is subject to all applicable Wisconsin Statutes, Wisconsin Administrative Codes, Wisconsin KILHR or OSHA requirements, and local zoning, health, fire, safety and sales laws. The Concessionaire shall ensure compliance with all such laws.
7. The erection of signs and advertising or display materials relating to the concession 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 issued or used by the Concessionaire shall be paid for by same and shall clearly identify the Premises as property of City of Stevens Point. The Concessionaire shall be allowed to display a sign not larger than 32 sq. ft. total surface face for the purpose of advertising this concession. The Parks Commission shall approve the placement of such banner or other such signs as deemed appropriate by the Parks Commission.
8. The Concessionaire shall conduct and supervise the concession in an orderly and business-like manner and shall not permit any disorderly conduct on the Premises. Video machines, jukeboxes, vending machines, music amplifying equipment and the sale of pyrotechnic and pornographic material shall not be allowed. The City of Stevens Point shall have the final decision in what is sold.
9. The Concessionaire shall meet with representatives of the City of Stevens Point once per calendar year as a minimum at a mutually agreeable time and place to discuss plans for the forthcoming season.
10. The City of Stevens Point may conduct a customer service audit at any time and require the Concessionaire to adjust procedures to meet City of Stevens Point expectations for quality customer service. The City of

Stevens Point may request the Concessionaire to create a one-sheet written questionnaire readily available to the concession's customers instructing customers to respond directly to the Parks Commission.

11. All Concessionaire employees dealing with the general public shall wear uniforms or appropriate clothing or personal nametag provided by the Concessionaire or employees. Employees shall project a friendly, helpful, positive attitude in serving all customers. The Concessionaire shall take appropriate steps to train and monitor this customer service requirement.
12. Concessionaire must make all reasonable efforts to resolve customer complaints and report all complaints, compliments, lost and found, accidents, injuries, and property damage to the Director of Parks & Recreational Services within a reasonable time not to exceed 48-hours.
13. Only authorized City of Stevens Point staff and credentialed officers of the jurisdiction where the property is located may carry weapons. No concession employee, agent or contractor may carry weapons.
14. The Concessionaire must comply with the current city waste reduction, recycling and refuse disposal program. The Concessionaire depending on volume, may have to provide for the hauling of refuse and recycle material from the concession area after being properly prepared for removal.
15. The Concessionaire 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 Parks Commission.
16. The Concessionaire shall furnish personal property necessary to operate this concession. Upon termination of the Agreement, the Concessionaire may remove personal property within a reasonable time as determined by the City of Stevens Point. The Concessionaire shall not remove any personal property or fixture if removal will damage the property or interest of the City of Stevens Point. Any personal property or fixture installed by the Concessionaire on the premises that the City of Stevens Point determines cannot be removed without damage to the premises shall not be removed and shall become the property of the City of Stevens Point at no cost to the City of Stevens Point. The Concessionaire shall notify the City of Stevens Point at least fifteen (15) days before the Concessionaire wishes to start such removal.
17. If the City of Stevens Point determines that the Concessionaire's management or operation of the concession is unsatisfactory in any substantial respect or if the City of Stevens Point determines that the Concessionaire has failed to carry out this Agreement, the City of Stevens Point shall notify the City of Stevens Point who shall, in turn, notify the Concessionaire. Except in the case of possible danger to the health or safety of park visitors or employees of the concession or park, the Concessionaire shall have 72-hours to cure the problem or justify an extension of time to the Parks Commission. If the Concessionaire fails to take appropriate action as determined by the City of Stevens Point within 72-hours of being notified, the City of Stevens Point or the City of Stevens Point may terminate this Agreement immediately either orally or in writing. Upon termination of the Agreement, the rights of the Concessionaire are forfeited, and the City of Stevens Point may immediately take possession of and operate the concession except for the Concessionaire's personal property.
18. The City of Stevens Point 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 of Stevens Point deems necessary. The Concessionaire shall not cause or allow any waste or nuisance upon the Premises. The Concessionaire 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. The Concessionaire shall make no improvements, alterations, additions, or changes to the Premises except with the express written approval of the City of Stevens Point.
 - a. The buildings are accepted in an "as is" condition and the City of Stevens Point has made no promises nor commitments to refurbish or repair such buildings. The City of Stevens Point is not responsible for providing any further utilities to the buildings and any such request for utilities by Concessionaire shall be at its expense.
19. The Concessionaire shall indemnify and hold harmless the City of Stevens Point 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 concession or from any breach or default by the Concessionaire in the performance of this Agreement or from any negligence of the Concessionaire 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 Concessionaire upon notice from the City of Stevens Point or City of Stevens Point, shall defend the City of Stevens Point and City of Stevens Point by counsel reasonably satisfactory to the City of Stevens Point. The Concessionaire shall purchase public liability insurance to be effective on or before the day of the execution of this Agreement naming the City of Stevens Point and its employees as the named insured in the amount of at least \$1,000,000.00 single limit per occurrence including coverage of \$1,000,000.00 for bodily and personal injury and \$25,000.00 for property damage so that the City of Stevens Point will be protected from any liability arising out of the operation or management by the Concessionaire of the concession. The Concessionaire shall furnish the City of Stevens Point with a copy of the insurance policy or a certificate of insurance before the Concessionaire begins operations. This Agreement is conditioned on the City of Stevens Point's approval of the insurance policy. Any notice of cancellation of the insurance policy requires immediate notice to the City of Stevens Point.

20. The Concessionaire and City of Stevens Point 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 of Stevens Point approval.
21. If requested, Concessionaire shall furnish the City of Stevens Point an annual income/expense statement within 60-days of the close of business for the season or end of the calendar year, whichever is sooner. The Concessionaire shall maintain fiscal and operational records of the concession that includes accounting of expense and revenue related to this Agreement or agreed to by both parties. The records shall be retained for at least four (4) years.
22. The Concessionaire shall maintain prices that are competitive with other merchants in the vicinity for all goods and supplies sold, services performed or equipment rented to the public. If the City of Stevens Point determine that a particular price is unreasonably high or low, the Concessionaire shall reduce or raise the price according to the City of Stevens Point directions with prior City of Stevens Point approval.
23. Where applicable, the Concessionaire shall furnish full worker's compensation coverage for its employees and shall comply with all social security and withholding tax laws and rules. A person claiming that coverage is not required under Chapter 102, Wisconsin Statutes shall, upon request, provide the basis for such opinion in writing to the City of Stevens Point.
24. In connection with the performance of work under this Agreement, the Concessionaire agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
25. The Concessionaire is an independent contractor and not an employee or agent of the City of Stevens Point. The Concessionaire shall post a sign no smaller than 8-inches by 11-inches in size stating that the Concessionaire is an independent contractor operating this concession under agreement with the City of Stevens Point.
26. The Concessionaire agrees to take reasonable action necessary to guard against trespass and to keep secure any room or building used in the concession.
27. If the Premises or any part of it is destroyed or damaged by water, wind, or fire, or 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 Concessionaire agrees that the City of Stevens Point need not rebuild, restore, replace or substantially repair the Premises.
28. If the City of Stevens Point determines an emergency exists, the City of Stevens Point may order the concession closed. The Parks Commission, working within City of Stevens Point policy, shall have final

say in closing specific trails to all uses. The City of Stevens Point agrees to reopen trails and facilities as quickly as possible after the emergency passes.

- 29. In this Agreement, the City of Stevens Point and the Concessionaire include their respective employees, officers, members; directors, agents, servants, contractors, representatives, partners, assignees and successors. If the Concessionaire ceases to exist in fact or by law, the City of Stevens Point may immediately terminate this Agreement and, without waiving any remedy available to it, perform this concession Agreement.
- 30. 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 Concessionaire shall notify its insurance company and its surety, if any, of any amendment.
- 31. Other items of mutual agreement may be written and attached to be made part of this Agreement.

In witness thereof, the City of Stevens Point has caused this Agreement to be signed at Stevens Point, Wisconsin.

Date Signed 4/15/19 By 
City of Stevens Point

And Nature Trek has caused this Agreement to be signed at Stevens Point, Wisconsin, by its President or Owner(s)

Date Signed 4-15-19 By 

Date Signed _____ By _____

**AGREEMENT TO OPERATE A RENTAL CONCESSION IN
IVERSON PARK NATURE CENTER
CITY OF STEVENS POINT**

This concession agreement (Agreement) is entered into by the City of Stevens Point (City) and Nature Trek (Concessionaire).

The above parties agree as follows:

1. The City of Stevens Point grants to the Concessionaire the exclusive right to operate the camp store/rental concession in Iverson Park Nature Center from the date this Agreement is signed and any required insurance coverage is activated, May 1, 2019 through October 31, 2019. This Agreement shall terminate on that date and the Concessionaire shall relinquish all claims and rights regarding this concession at that time. However, if the Concessionaire informs the City of Stevens Point in writing at least thirty (30) days in advance of the expiration of this Agreement, the City of Stevens Point may, renew this Agreement for consecutive one-year terms.
2. The concession shall provide for the rental of bikes, canoes, kayaks, and related equipment. If the Concessionaire wishes to expand the items offered for rent or sale, the City of Stevens Point may approve such expansion if it is outdoor recreation related. The Concessionaire may provide other items or services consistent with the concession operation. The Parks Commission of City of Stevens Point shall approve all items for sale or rent under this Agreement.
3. The Concessionaire shall pay 15 (fifteen) percent of gross revenues from any programs and /or concession sales(food) offered and a rental fee \$250.00/month if only rentals occur out of the building/park or \$500.00/month if rentals and sales(bikes, canoes, etc.) occur out of the building/park. The fees will be paid to the City of Stevens Point by October 31st each year or sixty (60) days after the end of the concession season, which ever occurs first. Additional rental fee of \$100.00/month for use of the storage building. Concessionaire covers all utility costs and installation of any new utilities needed for operation.
4. The concession shall be operated and open for business on a regularly scheduled basis mutually agreeable to the Parks Commission and the Concessionaire.
5. The property on which the Premises is located is managed and administered wholly and exclusively under the jurisdiction of the City of Stevens Point.
6. The management and operation of the concession is subject to all applicable Wisconsin Statutes, Wisconsin Administrative Codes, Wisconsin KILHR or OSHA requirements, and local zoning, health, fire, safety and sales laws. The Concessionaire shall ensure compliance with all such laws.
7. The erection of signs and advertising or display materials relating to the concession 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 issued or used by the Concessionaire shall be paid for by same and shall clearly identify the Premises as property of City of Stevens Point. The Concessionaire shall be allowed to display a sign not larger than 32 sq. ft. total surface face for the purpose of advertising this concession. The Parks Commission shall approve the placement of such banner or other such signs as deemed appropriate by the Parks Commission.
8. The Concessionaire shall conduct and supervise the concession in an orderly and business-like manner and shall not permit any disorderly conduct on the Premises. Video machines, jukeboxes, vending machines, music amplifying equipment and the sale of pyrotechnic and pornographic material shall not be allowed. The City of Stevens Point shall have the final decision in what is sold.
9. The Concessionaire shall meet with representatives of the City of Stevens Point once per calendar year as a minimum at a mutually agreeable time and place to discuss plans for the forthcoming season.
10. The City of Stevens Point may conduct a customer service audit at any time and require the Concessionaire to adjust procedures to meet City of Stevens Point expectations for quality customer service. The City of

Stevens Point may request the Concessionaire to create a one-sheet written questionnaire readily available to the concession's customers instructing customers to respond directly to the Parks Commission.

11. All Concessionaire employees dealing with the general public shall wear uniforms or appropriate clothing or personal nametag provided by the Concessionaire or employees. Employees shall project a friendly, helpful, positive attitude in serving all customers. The Concessionaire shall take appropriate steps to train and monitor this customer service requirement.
12. Concessionaire must make all reasonable efforts to resolve customer complaints and report all complaints, compliments, lost and found, accidents, injuries, and property damage to the Director of Parks & Recreational Services within a reasonable time not to exceed 48-hours.
13. Only authorized City of Stevens Point staff and credentialed officers of the jurisdiction where the property is located may carry weapons. No concession employee, agent or contractor may carry weapons.
14. The Concessionaire must comply with the current city waste reduction, recycling and refuse disposal program. The Concessionaire depending on volume, may have to provide for the hauling of refuse and recycle material from the concession area after being properly prepared for removal.
15. The Concessionaire 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 Parks Commission.
16. The Concessionaire shall furnish personal property necessary to operate this concession. Upon termination of the Agreement, the Concessionaire may remove personal property within a reasonable time as determined by the City of Stevens Point. The Concessionaire shall not remove any personal property or fixture if removal will damage the property or interest of the City of Stevens Point. Any personal property or fixture installed by the Concessionaire on the premises that the City of Stevens Point determines cannot be removed without damage to the premises shall not be removed and shall become the property of the City of Stevens Point at no cost to the City of Stevens Point. The Concessionaire shall notify the City of Stevens Point at least fifteen (15) days before the Concessionaire wishes to start such removal.
17. If the City of Stevens Point determines that the Concessionaire's management or operation of the concession is unsatisfactory in any substantial respect or if the City of Stevens Point determines that the Concessionaire has failed to carry out this Agreement, the City of Stevens Point shall notify the City of Stevens Point who shall, in turn, notify the Concessionaire. Except in the case of possible danger to the health or safety of park visitors or employees of the concession or park, the Concessionaire shall have 72-hours to cure the problem or justify an extension of time to the Parks Commission. If the Concessionaire fails to take appropriate action as determined by the City of Stevens Point within 72-hours of being notified, the City of Stevens Point or the City of Stevens Point may terminate this Agreement immediately either orally or in writing. Upon termination of the Agreement, the rights of the Concessionaire are forfeited, and the City of Stevens Point may immediately take possession of and operate the concession except for the Concessionaire's personal property.
18. The City of Stevens Point 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 of Stevens Point deems necessary. The Concessionaire shall not cause or allow any waste or nuisance upon the Premises. The Concessionaire 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. The Concessionaire shall make no improvements, alterations, additions, or changes to the Premises except with the express written approval of the City of Stevens Point.
 - a. The buildings are accepted in an "as is" condition and the City of Stevens Point has made no promises nor commitments to refurbish or repair such buildings. The City of Stevens Point is not responsible for providing any further utilities to the buildings and any such request for utilities by Concessionaire shall be at its expense.
19. The Concessionaire shall indemnify and hold harmless the City of Stevens Point and its employees, and the City of Stevens Point and its members against any cause of action, claim, damage, cost or expense,

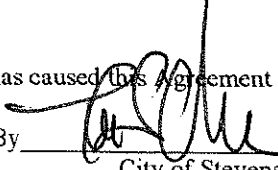
including reasonable attorney's fees, arising from the management or operation of the concession or from any breach or default by the Concessionaire in the performance of this Agreement or from any negligence of the Concessionaire at the premises. In case any action or proceeding is brought against the City of Stevens Point by reason of any such cause of action or claim, the Concessionaire upon notice from the City of Stevens Point or City of Stevens Point, shall defend the City of Stevens Point and City of Stevens Point by counsel reasonably satisfactory to the City of Stevens Point. The Concessionaire shall purchase public liability insurance to be effective on or before the day of the execution of this Agreement naming the City of Stevens Point and its employees as the named insured in the amount of at least \$1,000,000.00 single limit per occurrence including coverage of \$1,000,000.00 for bodily and personal injury and \$25,000.00 for property damage so that the City of Stevens Point will be protected from any liability arising out of the operation or management by the Concessionaire of the concession. The Concessionaire shall furnish the City of Stevens Point with a copy of the insurance policy or a certificate of insurance before the Concessionaire begins operations. This Agreement is conditioned on the City of Stevens Point's approval of the insurance policy. Any notice of cancellation of the insurance policy requires immediate notice to the City of Stevens Point.

20. The Concessionaire and City of Stevens Point 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 of Stevens Point approval.
21. If requested, Concessionaire shall furnish the City of Stevens Point an annual income/expense statement within 60-days of the close of business for the season or end of the calendar year, whichever is sooner. The Concessionaire shall maintain fiscal and operational records of the concession that includes accounting of expense and revenue related to this Agreement or agreed to by both parties. The records shall be retained for at least four (4) years.
22. The Concessionaire shall maintain prices that are competitive with other merchants in the vicinity for all goods and supplies sold, services performed or equipment rented to the public. If the City of Stevens Point determine that a particular price is unreasonably high or low, the Concessionaire shall reduce or raise the price according to the City of Stevens Point directions with prior City of Stevens Point approval.
23. Where applicable, the Concessionaire shall furnish full worker's compensation coverage for its employees and shall comply with all social security and withholding tax laws and rules. A person claiming that coverage is not required under Chapter 102, Wisconsin Statutes shall, upon request, provide the basis for such opinion in writing to the City of Stevens Point.
24. In connection with the performance of work under this Agreement, the Concessionaire agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
25. The Concessionaire is an independent contractor and not an employee or agent of the City of Stevens Point. The Concessionaire shall post a sign no smaller than 8-inches by 11-inches in size stating that the Concessionaire is an independent contractor operating this concession under agreement with the City of Stevens Point.
26. The Concessionaire agrees to take reasonable action necessary to guard against trespass and to keep secure any room or building used in the concession.
27. If the Premises or any part of it is destroyed or damaged by water, wind, or fire, or 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 Concessionaire agrees that the City of Stevens Point need not rebuild, restore, replace or substantially repair the Premises.
28. If the City of Stevens Point determines an emergency exists, the City of Stevens Point may order the concession closed. The Parks Commission, working within City of Stevens Point policy, shall have final

say in closing specific trails to all uses. The City of Stevens Point agrees to reopen trails and facilities as quickly as possible after the emergency passes.

- 29. In this Agreement, the City of Stevens Point and the Concessionaire include their respective employees, officers, members; directors, agents, servants, contractors, representatives, partners, assignees and successors. If the Concessionaire ceases to exist in fact or by law, the City of Stevens Point may immediately terminate this Agreement and, without waiving any remedy available to it, perform this concession Agreement.
- 30. 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 Concessionaire shall notify its insurance company and its surety, if any, of any amendment.
- 31. Other items of mutual agreement may be written and attached to be made part of this Agreement.

In witness thereof, the City of Stevens Point has caused this Agreement to be signed at Stevens Point, Wisconsin.

Date Signed 4/15/19 By 
City of Stevens Point

And Nature Trek has caused this Agreement to be signed at Stevens Point, Wisconsin, by its President or Owner(s)

Date Signed _____ By _____

Date Signed 4-15-19 By 

Directors Report

2.5.2020

K.B. Willett Arena, Goerke Stadium, Pool

- Kate/Gregg have been working on interviewing and hiring for lifeguards and summer staff
- City will be partnering with the YMCA to offer a movie at the pool this summer for the first time

Parks

- In the final days of Winter Sports Area at Iverson Park and outdoor ice rink resurfacing. Updates will be posted as the weather continues to warm.
- Staff is working on getting quotes for roof replacement for Iverson Park beach house
- Crew continues to work on the Bukolt Park wood entrance log. Hoping to mount on the posts before summer

Forestry

- Presentation by Todd Ernster

Riverfront Rendezvous

- New items this year will include fresh lemonade stand, inflatable slides and obstacles course, a cornhole tournament and an obstacle course organized by the Stevens Point Fire Department.

Administration

- Joel Rutkowski began his Park Technician duties on February 17.
- Anne has been leading the charge with online reservation and registration software. Still on track for having this system ready for the public by Summer