



ALTOONA PARKS & RECREATION COMMITTEE AGENDA

**November 23, 2020 at 6:00 PM**  
**Parks & Recreation Office**  
**1419 Front Porch Place**

Topic: Parks & Recreation Committee Meeting  
Time: Nov 23, 2020 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82427548318?pwd=ajBsM2p4dEpUWkExQW16ZjZJSUV5Zz09>

Meeting ID: 824 2754 8318

Passcode: 765772

One tap mobile

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1. Call Meeting to Order
2. Roll Call
3. Maintenance Report
4. Recreation Report
5. Discuss/consider approval of the minutes from the June 22, 2020 Parks & Recreation Committee Meeting.
6. Discuss/consider recommendation to Council the 2021 Altoona Youth Softball & Baseball Field Contract
7. Discuss/consider recommendation to Council the 2021 Altoona Youth Softball & Baseball Concessions Stand Contract
8. Discuss/consider the 2021 Banner and Brochure Ad fees
9. Discuss/consider the 2021 Park Facility Rental Fees
10. Discuss/Consider the 2021 Adult Softball League Fees
11. Public Comments and Concerns
12. Adjournment

Debra Goldbach  
Recreation Manager  
Altoona Parks & Recreation Department

The Altoona Parks & Recreation Department's Mission is to provide the City of Altoona with quality of life enhancement through athletic, recreational, and leisure activities for all age groups.



ALTOONA PARKS & RECREATION COMMITTEE MINUTES

June 22, 2020 at 6:00 PM

1. Call Meeting to Order

Meeting called to order at 6:00pm

2. Roll Call

Members Present: Bill Hoepner, Dan Gluch Matt Michels, Dean Roth, Tim Sexton, Bruce Thielen, Mike Torud

Members Absent:

Staff Present: Debra Goldbach Recreation Manager, Erin Turner Recreation Coordinator, Mike Golat City Administrator, David Walter Public Works Director, Joshua Clements City Planner, Roy Atkinson Management Analyst

Other Present: Dan Koxlien with Royal Construction, Angela Deutschlander, Bill Boettcher with Veterans Memorial Park

3. Maintenance Report

4. Recreation Report

\*Meeting weekly with Chippewa Valley P&R professional to stay consistent with opening/cancellations related to programs and amenities

\*Completing daily tasks

\*Cancelled entire concert series

\*Three staff working in River Prairie Park from the hours of 10am-8pm; cleaning/sanitizing, maintaining social distancing

\*Cancelled June classes and issuing refunds

\*We currently have a few pavilion rentals

\*Issuing refunds for some rentals as well

\*Once the new order is released a final decision for baseball/softball games, men's league and programming in July will happen

5. Discuss/consider approval of the minutes from the May 18, 2020 Parks & Recreation Committee Meeting.

Member Theilen moves to approve the May 18, 2020 Parks & Recreation Committee Meeting minutes and Member Hoepner seconded. Motion carried.

6. Update on the Veteran's Memorial Park

The flag pole construction near the large pavilion will begin this week, with a dedication ceremony scheduled for Friday, July 3, 2020. The Veterans are finalizing their plans for phase 1 of the Project which focuses on construction of the plaza behind Prairie Place apartments, north of the parking area at the precipice of the hill. The plans will be finalized in July and presented to the Parks Board, Plan Commission and City Council for consideration.

- \*Broke ground on flag pole itself on June 12
- \*Construction team working Wednesday – Friday to prep ground and installing flag pole
  - Close down areas/roads near the site for a short time in order for installation
- \*Currently working on the lighting of flag pole itself as it is customary for flags to be lit
  - Department of Transportation says it is not acceptable to do downlight due to highway being so close
  - Looking at doing an up lighting, but there is a dark sky ordinance to comply by
    - \*However, council does have discretion to waive guidelines to allow for the up lighting
  - Lights being looked at are
    - \*4 led lights; 23,000 lumens each
    - \*Installation would be 10-15 ft outside of pole diameter
    - \*Spaced around pole equally and shine up the pole
    - \*Getting them 3-4 ft off the ground sitting on a pedestal in regards to maintenance/damage
- \*The lighting described has been used before across the nation
- \*Mike Golat expressed he would like to see just as much light on there as necessary and nothing more in order to limit light pollution and asked if company has dealt with the dark sky ordinance before
  - Dan Koxlien responded B&B electric is donating time on electrical and they were in contact with designer of light who thought the light in question maybe too small for use
- \*Josh Clements asked if lights can be controlled; example dim/full power based on conditions?
  - Exact answer unknown, but don't think they are dimmable
- \*Member Bill Hoepner asked if the light is lit 24/7 and if it had been a shorter pole if downlighting would have been an option?
  - Response is the light is on a photo cell and will not interfere with private property
- \*Dan Koxlien explained the lights have a beam spread classification which allows for the light to be concentrated
- \*Wisconsin Metal Fab- in Chippewa Falls has a large flag pole as well and is the only one around the area for a good light comparison
- \*Member Bruce Thielen asked a few different questions
  - If there is a problem with the light spread; is there a shield that can be put on to direct to where you want it to be?
  - What kind of pedestal?
    - \*Dan Koxlien informed the pedestal is a ground mount post through the lighting company which can be a painted post or concrete sonotube
  - Light is probably going to try and get vandalized so is there a shield around light or something indestructible?
    - \*Exact answer unknown and will be asked to the manufacturer

\*Mike Golat questioned whether one of the City's existing cameras would capture the flag pole area

-Bill Boettcher stated they plan on adding two cameras to view the flag pole area and are purchasing same brand of camera the city already has in place

\*Dean Roth asked if anyone has talked to the airport about vertical beam of light shining as planes are approaching the run way?

-Angela Deutschlander said no one has, but will do some checking

\*Mike Golat informed the committee a draft of agreement will come forward to the park & recreation committee, plan commission and council towards end of July for final approval. The hope is to break ground on phase 1 in early August. When committee members are reviewing the agreement, if there are problems to preliminary plans please let him know

\*Angela Deutschlander added they are proposing 3 pieces of bronze art for the mall area.

-Mike Golat stated those were not in meeting packet as his intent to bring forward with phase 1 plans

\*Member Bill Hoepner asked how are handicap stalls decided for this type of venue?

-Josh Clements responded they are already factored in when the parking lot was built to meet standard percentage, but would re-look at it and present in July his findings

## 7. Update on the Cinder City Park Improvements project.

\*This is a budgeted project for 2020 and consists of removal/replacement of asphalt pavement

\*There was discussion with parks maintenance to identify other problems within the park to correct at the time of project

-Drainage was one problem so there will now be a catch basin in the parking lot which will connect to south field

-Dugout on the 3<sup>rd</sup> base line of Bement field has a nonfunctional drain so now a pipe will run into the dugout and be connected to a catch basin by zamboni door

-The red rock between Hagen and Bement fields will be taken out and the area will be paved which will take care of the third drainage problem which is by the backstop of Hagen field

\*Due to Covid-19 the timing has shifted. Project will be started July 27 and completed by September 4

\*Advertisement of project/bids will be in the Leader Telegram this week with the bids going to council on July 9

8. Update on 10th Street Park Recreation Building and the playground project

\*10<sup>th</sup> Street Park Recreation Building is proposed for council action on June 25 to award the bid

\*Playground at 10<sup>th</sup> Street inspected and deficiencies were identified

- Platforms showing wear and clamps holding pieces to upright poles have failed
- Repairs would cost between \$5,000-7,000 and act as a band aid for a few years

\*Currently the toddler equipment is budgeted in the CIP Plan to be replaced this year and the 5-12 playground in 2021

\*Member Bruce Thielen asked if there is a playground inspection program so playgrounds don't get to this point?

- Mike Golat responded the playgrounds are inspected annually; currently doing catchup

\*Member Bruce Thielen stated when he was working in the Parks & Recreation field they did weekly & monthly reports which were all kept in a binder and repairs were followed through with

\*Member Mike Torud added records are very important in the instance of an injury

\*Large ash trees are getting treated so they don't have to get cut down

9. Miscellaneous Items

a. Prairie View Ridge

- Park land dedication- .75 parcel and trail joining storm water pond
- Committee should start to think what they want there

b. Parks Plan

- Currently taking lots of staff time
- Storm water ponds are landscaped per the landscape standard

10. Public Comments and Concerns

\*Member Bill Hoepner asked if anyone had an update on Spooner Ave construction?

- Dave Walters has not received an update. According to the contract they had 45 days to complete the project

\*Debra- Park & Recreation Committee meeting for July has been moved from July 27<sup>th</sup> to July 20<sup>th</sup>

\*Member Bruce Thielen stated he would like to see Altoona have more boulevard tree plantings and asked how the \$55,000 in current budget is being used.

- Josh responded the budgeted forestry money is going towards trees based on removal due to disease

\*Member Bruce Thielen is interested in putting a tree program together where bare root trees can be bought and sold.

\*Member Dean Roth stated a new trail sign is going in kiosk on southern end of Otter Creek Trails and asked if the crushed limestone is still available to create a parking lot on the southern end?

-Mike Golat- call me and we will move ahead on that

#### 11. Adjournment

Member Theilen moves to adjourn at 6:58pm; Member Torud seconded. Motion carried.

Debra Goldbach  
Recreation Manager  
Altoona Parks & Recreation Department

ALTOONA PARKS & RECREATION COMMITTEE AGENDA SUMMARY

**November 23, 2020 at 6:00 PM**

**Parks & Recreation Office**

**1419 Front Porch Place**

**Item #6: Discuss/consider recommendation to Council the 2021 Altoona Youth Softball & Baseball Field Contract**

Attached for your consideration is the contract between the City and Altoona Youth Softball and Baseball (AYSB) for priority field use during the 2021 softball and baseball season. AYSB expects the same level of field use as last year.

Due to COVID -19 and the uncertainty of being allowed to play games, AYSB chose to cancel their leagues for 2020 as did other surrounding leagues.

As you may recall, the 2020 contract provided AYSB would pay \$4,000 in cash and \$750 in kind labor and materials. If AYSB decides to offer a Fall season in 2021, the Association will be billed by the City at the rate of \$8.52 per hour. (We are using the same rate as 2020 as no league events were allowed in 2020 due to COVID-19))

Staff recommends Altoona Youth Softball & Baseball 2021 contract to read \$4,000 in cash and \$750 in kind labor and materials for spring/summer field rental. Fall leagues will pay \$8.52 per hour for field rental.

**Item #7: Discuss/consider recommendation to Council the 2021 Altoona Youth Softball & Baseball Concessions Stand Contract**

The P&R Committee will recommend to Council the 2021 Concession Agreement between the City and Altoona Youth Softball and Baseball Association for the 10<sup>th</sup> Street concession stand.

As noted, due to COVID -19, AYSB was not allowed to run practices or games in their 2020 leagues. The concession stand was never used as well.

Staff recommends Altoona Youth Softball & Baseball 2021 Concessions Agreement remain the same as the previous agreement with a payment of \$300.00.

**Item #8: Discuss/consider the 2021 Banner and Brochure Ad fees**

The rates for the 2021 Banner program and Brochure ad program will remain the same as the previous year. Staff is requesting approval of the rates as presented.

**Item #9: Discuss/consider the 2021 Park Facility Rental Fees**



Staff has completed an audit for each of the rentals which will be presented at the meeting.

**\*\*Pavilion Rentals:**

Staff has compared our rates to the rates of Chippewa Falls and Eau Claire. Our hourly rate structure is similar to Eau Claire. Staff is requesting no rate change.

Staff will present the rates for the new 10th Street Rec Center to the P&R Committee at a later meeting.

**\*\*Field Rentals:**

Staff is requesting the field rates remain the same for 2021.

Staff is requesting the Parks & Recreation Committee approve the Facility rates as presented.

**Item #10: Discuss/Consider the 2021 Adult Softball League Fees**

Due to COVID -19 the Altoona Recreation Softball League was cancelled in 2020. Staff would like to continue with the same team fee of \$525.00 for 2021.

2021 Agreement between the City of Altoona Parks and Recreation  
And  
Altoona Youth Softball/Baseball Association

WHEREAS, the City of Altoona (hereinafter referred to as “City”) owns and operates the following ballparks: Hagen field, Bement field, North field, South field, 10<sup>th</sup> Street and Devney field (hereinafter referred to as the “Fields”); and

WHEREAS, the City of Altoona makes such fields available for baseball and softball related activities generally in the period of April through September of each year; and,

WHEREAS, the City of Altoona Common Council has decreed that the operation and maintenance of the fields shall be a self-sustaining enterprise fund to the maximum extent possible; and,

WHEREAS, The City of Altoona Common Council has directed the City Administrator, Recreation Manager and the Parks and Recreation Committee to develop and implement policies and procedures which minimize the need for public subsidies for the fields; and,

WHEREAS, the Altoona Youth Softball/Baseball Association (hereinafter referred to as the “Association”) is a registered nonprofit organization whose primary goal is to promote youth softball/baseball within the City of Altoona and surrounding communities; and,

WHEREAS, the City and the Association seek to enter into an Agreement which will provide priority access to certain fields during the period of April through August 2021; and,

WHEREAS, the City and the Association seek to enter into an Agreement which establishes a one-year rate structure of field rental and associated activities in the period of April 2021 through August 2021; and,

WHEREAS, the City and the Association seek to define the roles and responsibilities of the respective parties related to the operation and maintenance of the fields during the effective period of the Agreement to the extent that such roles and responsibilities can be defined:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. Description of the Premises Subject to this Agreement**

This Agreement includes the Association’s right to use the Hagen field, Bement field, 10<sup>th</sup> Street field, Devney field, North field, South field, along with the rest rooms located in Cinder City Park. This Agreement does not extend access to, or use of the Hobbs Sports Center.

**2. Terms of Agreement and Amendments to the Agreement**

- A. This Agreement shall be in effect in the period of April 1, 2021 through August 31, 2021.
- B. This Agreement may be amended only through the written consent of the City and the Association.

### **3. Termination of Agreement**

This agreement may be terminated by the City or the Association upon 30 days notice. The party terminating the Agreement shall notify all other parties to the Agreement by certified mail through the United States Postal Service. Such notice shall be deemed to be effective on the date of receipt of notice of termination by the parties to this Agreement.

### **4. Assignment or Transfer of Agreement Prohibited**

The Association shall not assign or transfer this Agreement or any provision of this Agreement to any other party or person without the express written authorization of the City.

### **5. Documentation to be provided by the Association**

The Association shall, no later than prior to the execution of this Agreement, provide the City with:

- A. A notarized copy of the Association's Articles of Incorporation and any amendments thereto.
- B. A notarized copy of the Association's most recent Annual Report filed with the appropriate agency of the State of Wisconsin.
- C. Notarized copies of all licenses, permits and registrations required by the City, Eau Claire County, the State of Wisconsin or any other governmental organization which has authority regarding such licenses, permits and registrations.
- D. A notarized statement regarding who serves as the president of the Association. The Association is solely responsible for notifying the City of any changes to the Association's presidency.

### **6. Indemnification**

The Association will indemnify the City of Altoona and its employees against any cause of action, claim, damage, costs, or expense, including reasonable attorney fees, arising from the management or operation of the ball fields, and rest rooms or from any breach or default by the Association at the premises. In case any action or proceeding is brought against the City by reason of any such case of action or claim, the Association, upon notice from the City, will defend the City by counsel reasonably satisfactory to the City.

### **7. Insurance Requirements**

The Association shall purchase public liability insurance to be effective on or before the day of the execution of this agreement naming the Association and the City of Altoona and its employees as the named insured in the amount of \$1,000,000 single limit per occurrence including coverage of \$1,000,000 for bodily and personal injury and \$500,000 for property damage so the City will be protected from any liability arising out of the operation or management by the Association. The Association shall furnish the City with a copy of the policy or a certificate of insurance prior to the execution of this agreement. This agreement is conditioned on the City's approval of the insurance policy. Any change to the insurance policy requires immediate notice to the City.

## 8. Severability

If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

## 9. Contact Persons and Progress Meetings

A. The City shall designate the Recreation Manager as the contact person for purposes of this Agreement. The Association shall designate the President of the Association as the contact person for purposes of this Agreement. The City and the Association agree that all written and oral communication regarding this Agreement and activities pursuant to the Agreement shall be directed to the contact persons designated herein.

B. The City and the Association shall meet monthly at a mutually convenient time and place during the period of March 1 through September 30 of each year to discuss activities which occur pursuant to this agreement. City participants in such meetings will include the Recreation Manager and the Association President and may include the City Administrator, Parks Foreman, as well as members of the Parks and Recreation Committee. Association participants in such meetings may also include Officers of the Association and members of the Association's Board of Directors.

## 10. Field Reservation Preference, Field Reservation / Cancellation Procedures, and Field Rates

A. The City and the Association recognize that preference for use of the Fields shall generally be extended according to the following listing of organizations:

<b><u>Field Use</u></b>	<b><u>Organization</u></b>
<b><u>Priority</u></b>	

- |    |   |
|----|---|
| 1. | City of Altoona Parks and Recreation Department   |
| 2. | Altoona High School Softball/Baseball Program (Hagen, Bement, North/South fields)                         |
| 3. | Altoona Youth Softball and Baseball (Hagen, Bement, North, South, Devney, 10 <sup>th</sup> Street Fields) |
| 4. | Altoona Traveling Softball & Baseball Teams   |
| 5. | General Public  |

B. The City agrees to provide preference to the Association with respect to the reservation of field rental periods according to the above priority listing. Such preference shall be extended to the Association on an annual basis provided the Association complies with the following condition:

1. The Association President shall submit to the Recreation Manager a "Final Schedule of Field Reservation" no later than March 31, 2021 which includes all practices, games and tournaments. City reserves the right to entertain field requests which would generate revenue prior to the field schedule deadline.

### C. Field Reservation/ Cancellation Procedures & Fees/Bumping

#### 1. Field Reservation Fees

The “Final Schedule of Field Reservation” shall be deemed to be a contract for field rental time between the City and the Association. The Association shall be responsible for the payment of field rental amounts as described in paragraph D.

#### 2. Field Cancellation/No Show Procedures & Fees

The Association will be required to pay a cancellation fee of \$10.00 per practice or game for each instance when a field is scheduled but not used unless the Association notifies the Recreation Manager at least 5 days prior to the scheduled field use. (Exception: Day of event rain)

#### 3. Bumping

The City will no longer bump other groups if additional Association field requests are supplied after the March 31, 2021 submittal. The Association will be welcome to apply for open dates, but the City will no longer bump other groups for the preference of the Association beyond the March 31, 2021 schedule of field reservations.

### D. Field Rental Rates

1. The City and the Association agree that the Association shall pay the City the sum of **\$4,750.00** for base field rentals for the spring and summer of 2021. The amount due shall consist of **\$4,000.00** cash and **\$750.00** in kind labor and materials as agreed between the City and the Association. **In kind projects must have prior approval from the City Administrator or appointee before work is to be started.** Payment is due upon execution of this agreement. Payment received is non-refundable even in the event of termination of this agreement due to the financial risk the City assumes as a result of this agreement, particularly related to preference of field rental times. The Association will be billed by the City at the rate of \$8.52 per hour for the fall ball season.
2. The City and the Association agree that the Association shall pay the City the sum of **\$150.00** plus **\$30.00** per team for tournament field rental. Payment is due prior to the tournament’s scheduled start date.

## 11. General Association Responsibilities

The Association, at all times during which the Association has rented the fields, shall be responsible for supervision, by Association members and individuals employed by the Association.

The Association shall be solely responsible for all marketing, sales and registration activities associated with membership in the Association or participation in Association sponsored activities including, but not limited to, practice, games, and tournaments.

## 12. Emergency Stand-By Personnel

The Association shall independently contract for any and all “stand-by” police, fire or emergency medical services required by the Association pursuant to this Agreement. The Association shall be financially responsible for the payment for such “stand-by” services. It is expressly understood that the City incurs no financial responsibility for payment for such “stand-by” services.

**13. Supervision of City Employees**

The City shall be responsible for scheduling and supervising all City employees assigned to the fields. Work requests originating from the Association shall be communicated to the Recreation Manager or Park Maintenance Foreman. The Association expressly understands that the Association (and its individual officers, members or guests) has no authority to schedule or supervise the work activities of City employees.

**14. Maintenance Included in Agreement**

- A. Nothing in this Agreement shall be included or construed to grant the Association the right to control the physical lay out of the fields contrary to the City’s wishes. Ultimate control of the physical environment shall be the sole responsibility of the City.
- B. The City shall generally be responsible for maintaining the fields and related areas included in this Agreement including the Fields proper, the parking lot and pedestrian areas adjacent to the fields. Such maintenance shall include, general maintenance and cleaning, garbage collection and disposal, provision of utilities including heat, electricity, water and sewer, equipment maintenance, maintenance of spectator seating facilities, and the field which includes mowing, lining the fields, dragging, fence repair, lighting and general maintenance of the fields. Such maintenance shall be completed as determined to be necessary at the sole discretion of the City.  
The City will not be responsible for dragging fields for practices.
- C. The Association will be responsible for the hand raking and additional striping of the fields between their games on week nights and tournaments. If the Association uses their own equipment to drag the fields above and beyond what is done by the Parks Department, the Association will be responsible for any damages that occur to the fields.

This Agreement was entered into by the parties hereto on \_\_\_\_\_

\_\_\_\_\_  
Brendan Pratt, Mayor

\_\_\_\_\_  
Steve Scullion, Altoona Youth Softball/Baseball President

2021 Concession Agreement  
10<sup>th</sup> Street Concession

WHEREAS, the City of Altoona (hereinafter referred to as the “City”), considers it desirable to provide food and beverage concessions at the Altoona City Park; and,

WHEREAS, the City considers said concession operations of concern and benefit to the Altoona City Park and will render such facilities more attractive for public use; and,

WHEREAS, **Altoona Youth Softball & Baseball Association** (hereinafter referred to as the “Association”), has requested operation of the concessions, the terms and conditions of which are incorporated herein unless otherwise noted as follows:

WHEREAS, the City, in its sole discretion, has determined that the Association’s proposal most appropriately meets the City’s needs and requirements;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. Description of the Premises Subject to this Agreement**

This Agreement includes the Association’s right to use the concession facility which is located on the corner of 10<sup>th</sup> Street and Bartlett Ave in Altoona City Park.

**2. Terms of Agreement and Amendments to the Agreement**

- A. This Agreement shall be in effect during the period of April 1, 2021 through August 31, 2021.
- B. This Agreement may be amended only through the written consent of the City and the Association.
- C. The Association shall pay the City the sum of **\$300.00**, which shall include rent for the concession facilities during the period of April 1, 2021 through August 31, 2021. Payment shall be due upon execution of this Agreement.

**3. Termination of Agreement**

This Agreement may be terminated by the City or the Association upon 30 days notice. The party terminating the Agreement shall notify all other parties to the Agreement by certified mail through the United States Postal Service. Such notice shall be deemed to be effective upon the date of receipt of the notice of termination by the parties to this Agreement. Upon termination of this Agreement the rights of the Association are forfeited and the City may immediately take possession of and operate the concessions. The Association also reserves the right to terminate this Agreement, without penalty, upon 30 days written notice to the City.

**4. Assignment or Transfer of Agreement Prohibited**

The Association shall not assign or transfer this Agreement or any provision of this Agreement to any other party or person without the expressed, written authorization of the City. The Association shall not create any lien, security interest or encumbrance upon any part of the concession area.

**5. Documentation to be provided by the Association**

The Association shall, prior to the execution of this Agreement, provide the City with the following:

A. The Association shall be responsible for and shall obtain all applicable state and local Health Department licenses and inspections necessary for the establishment and continued operation of the concessions. Such licenses and permits shall be attached to and be made part of this Agreement.

B. A notarized copy of the Association's Articles of Incorporation and any amendments thereto.

C. A notarized copy, if applicable, of the Association's Wisconsin Sales Tax Registration and Workers Compensation Registration.

D. Where applicable, the Association shall furnish full worker's compensation coverage for its employees and shall comply with all social security and tax withholding laws and rules. Any person claiming that coverage is not required under Chapter 102, Wis. Stats., shall upon request, provide the basis for such opinion in writing, to the City.

## **6. Indemnification**

The Association will indemnify the City of Altoona and its employees against any cause of action, claim, damage, costs, or expense, including reasonable attorney fees, arising from the management or operation of the concessions or from any breach or default by the Association at the premises. In case any action or proceeding is brought against the City, the Association, upon notice from the City, will defend the City with counsel reasonably satisfactory to the City.

## **7. Insurance Requirements**

Association will be responsible for its own liability insurance effective on or before the day of the execution of this Agreement, naming the Association and the City of Altoona and its employees as the insured in the amount of \$1,000,000 single limit per occurrence, including coverage of \$1,000,000 for bodily injury and \$500,000 for property damage, so the City will be protected from any liability arising out of the operation or management by the Association of the concessions. The Association shall furnish the City with a copy of the insurance policy or a Certificate of Insurance prior to the execution of this Agreement. Any change to the insurance policy requires 24-hour notice to the City.

## **8. Severability**

If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

## **9. Contact Persons and Progress Meetings**

A. The City shall designate the Recreation Manager as the contact person for purposes of this Agreement. The Association shall designate the President of the Association or designee as the contact person for purposes of this Agreement. The City and Association agree that all written and oral communication regarding this Agreement and activities pursuant to the Agreement shall be directed to the contact persons designated herein.

B. The Association shall meet with the Recreation Manager on or before April 1, 2021 to discuss plans for the forthcoming year.

## **10. General Responsibilities**

A. The City grants to the Association the right to provide concession operations at the Altoona City Park for the time periods noted below except, however, the Association does not have the right to provide concession operations during Cinder City Days or during events which the fields have been rented by others.



B. The City grants to the Association the right to provide concessions operations at the Cinder City Park Concessions stand for a rental fee of **\$100.00** per event usage. The Association may use the Lions Pavilion Building as an event concession stand at no cost.

C. The concession stand hours of operation will be during all AYSB games and tournaments during the course of the Agreement.

D. The concessions may be open more often if the Association so desires, however hours of operation must coincide with the park's hours of operation and are subject to prior written approval of the City.

E. The Association shall conduct and supervise the concessions operation in an orderly and businesslike manner and shall not permit any disorderly conduct on the premises. The Association will also project a clean, hospitable, friendly, helpful and positive attitude in serving all customers.

F. The Association will maintain an adequate stock of goods and supplies appropriate and, necessary services in accordance with the purpose of this concession; will charge prices that are competitive with other merchants in the vicinity for all goods and supplies sold, services performed or equipment rented to the public.

G. The Association is an independent contractor and not an employee or agent of the City, and the Association assumes full responsibility and liability, which may arise out of the management or operation of the concession.

H. The City may enter upon the premises at any time for the purpose of inspection or making such repairs and improvements as the City deems necessary. The Association will not cause or allow any waste or nuisance upon the premises. The Association shall maintain all properties subject to this Agreement, both real and personal, in their present condition (ordinary wear and tear excepted), and shall maintain high standards of cleanliness and sanitation. The Association shall make no improvements, alterations, additions, or changes to the premises except with the expressed, written approval of the City.

I. If the Park and Recreation Department determines that an emergency exists, which may endanger the public health or safety, the Department may order the concession to be immediately closed.

J. In connection with the performance of work under this Agreement, the Association 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.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 of training, including apprenticeship. Except with respect to sexual orientation, the Association further agrees to take affirmative action to ensure equal employment opportunities.

K. The City shall assume and pay the costs of all existing utilities, except telephone, cable and rental of equipment.

## **11. Maintenance**

A. Janitorial and routine maintenance within the leased premises, during operation, shall be provided and performed by the Association. Major structural repairs to the leased premises, including repairs or replacements of windows, doors, flooring, and ceiling, shall be the responsibility of the City.

B. The Association shall be responsible for all refuse disposals from the concession area, and as such, shall comply with waste reduction and recycling and refuse disposal codes. Garbage is to be placed into the garbage cans on site; it is not to be left on the ground.

C. All concession equipment supplied by the Association shall be the responsibility of the Association, and shall meet all applicable local and state codes.

- D. The Association will maintain and keep in good repair the premises. The Association shall also keep the surrounding area neat, clean and in sanitary condition at all times during operating hours.
- E. The Association shall be responsible for all signs and display materials relating to the concession operation, and these shall be posted only with the authorization of the Recreation Manager.
- F. The Association agrees to take reasonable action necessary to guard against trespass and to keep secure any concession area.
- G. The Association shall maintain an operable fire extinguisher and a first aid kit in the kitchen area.

This Agreement was entered into by the parties hereto on \_\_\_\_\_

\_\_\_\_\_  
Brendan Pratt, Mayor

\_\_\_\_\_  
Steve Scullion, Altoona Youth Softball/Baseball President

2020 Banner & Brochure programs

**Banner Program**

# years	# Fields	Rate		# of participants	Revenue
1 year	1 field	\$ 150.00		4	\$ 600.00
1 year	2 fields	\$ 250.00		2	\$ 500.00
1 year	3 fields	\$ 325.00		1	\$ 325.00
1 year	4 fields	\$ 400.00		1	\$ 400.00
3 years	1 field	\$ 400.00			\$ -
1 year	5 fields	\$ 500.00		1	\$ 500.00
1 year	6 fields	\$ 600.00		1	\$ 600.00

Miscellaneous

back to back banners	\$ 50.00		2	\$ 100.00
Digital Marquee Sponsor	\$ 100.00		2	\$ 200.00

**Brochure Program**

Ad size	Single Issue	Both issues	Single Issue	Both issues	
1/8 page	\$ 65.00	\$ 120.00	1	1	\$ 185.00
1/4 page	\$ 125.00	\$ 240.00	1	1	\$ 365.00
1/2 page	\$ 250.00	\$ 490.00		1	\$ 490.00
Full page	\$ 500.00	\$ 990.00			
1/4 cover	\$ 250.00	\$ 490.00			
1/2 cover	\$ 500.00	\$ 990.00			

\$ 4,265.00



# Altoona Parks & Recreation Office

## Utilization Summary

1/1/2020 - 12/31/2020 / Sun, Mon, Tues, Wed, Thurs, Fri, Sat / 12:00 AM - 11:00 PM / Facility Events  
All Facilities

Facility	Hours Available	Hours Used	Revenue Hours	Comp Hours	Maint Hours	Utilize %	Facility Revenue
Altoona City Park Pavilion	8,418.00	74.00	34.00	18.00	22.00	0.88%	\$354.27
Altoona City Park Rec Center	8,418.00	18.00	0.00	18.00	0.00	0.21%	\$0.00
Devney Pavilion	8,418.00	45.00	26.00	2.00	17.00	0.53%	\$350.76
River Prairie Park Pavilion Large	8,418.00	217.50	127.00	17.00	73.50	2.58%	\$2,729.19
River Prairie Park Pavilion Small A	8,418.00	46.00	28.00	0.00	18.00	0.55%	\$450.27
River Prairie Park Pavilion Small B	8,418.00	70.00	46.00	0.00	24.00	0.83%	\$829.47
	50,508.00	470.5	261	55	154.5	0.93%	\$4,713.96

Hours available – total hours facility could potentially be rented

Hours Used –total hours the facility was reserved (paid rental, comp rentals and maintenance hours)

Revenue Hours – total paid rental hours

Comp hours – total hours that were comp'd (example: facility used by the City)

Maint Hours – total hours spent cleaning facility prior to and after and event (we schedule and hour between rentals for staff cleaning)



## 2021 Rental Fees for Altoona Parks & Recreation Department

### **Field Rental (Cinder City Park)**

**Rates are subject to 5.5% tax**

<b>Tournament Rates</b>	
Daily Use North & South Fields/Excludes Night	\$200.00
Daily Use – Includes Night North & South Fields/Includes Night	\$250.00
Weekend Use North & South Fields/ Friday Night, Saturday Day & Night, Sunday Day	\$500.00
Rental of Cooler in Lion’s Building	\$50.00
Garbage Fee	\$50.00
 <b>Individual Field Usage</b>	
Drag Only	\$15.00
Drag Only plus lights	\$20.00
Field Prep for each game	\$65.00
Field Prep for each game plus lights	\$70.00
Field prep for double headers	\$95.00

### **Park Facilities**

**Rates include 5.5% tax**

Altoona City Park Pavilion Devney Park Pavilion Fairway Park Pavilion	Cinder City Park Pavilion Highland Park Pavilion
<b>Rental fee:</b>	\$10.00 per hour M-F \$15.00 per hour S/S
River Prairie Park Pavilion A	River Prairie Park Pavilion B
<b>Rental fee:</b>	\$15.00 per hour M-F \$20.00 per hour S/S
River Prairie Park Pavilion C (Located Next to Pond)	
<b>Rental fee:</b>	\$20.00 per hour M-F \$25.00 per hour S/S