MEETING MINUTES
BOARD OF PARK COMMISSIONERS
October 5, 2015

1. **Roll Call**
2. **Approval of the September 2, 2015 Minutes**
3. **Request to Develop Cultural Commons in Pfiffner Pioneer Park (Stevens Point Rotary Club)**
4. **Director's report**
5. **Adjournment**

1. Roll Call

Present: Freckmann, Glodosky, Hall, McDonald, Sorenson, Ald. Oberstadt,
Excused: Ald. Slowinski, Ald. McComb, Bahling, Okonek

ALSO PRESENT: Community Development Director Michael Ostrowski, City Attorney Andrew Beveridge, Comptroller/Treasurer Corey Ladick, Parks and Rec. Director Schrader, Alderperson Phillips, Alderperson Morrow, Alderperson Oberstadt, Alderperson Ryan, Nate Enwald, Barb Jacob, Kevin Quevillon, Katja Marquart, Susan Zach, Leon Ostrowski, Aaron Kadoch, Don Keck, Jim Anderson, Cliff King, Neil Prendergast, Dave Wilz, Brandi Makuski, Janice Doxtater, Cathy Dugan, John Holdridge, Mark Erwin, Bobbie Erwin, Dick Judy, Sari Lesk, Dino Tlachac, Todd Kuckkuhn, Jerry Moore, Bob Fisch, and Bailey Bushman.

2. Approval of the September 2, 2015 Minutes

Motion by McDonald, seconded by Hall, to approve the September 2, 2015 minutes and place them on file.

Ayes all; Nays none; Motion carried.

3. Request to Develop Cultural Commons in Pfiffner Pioneer Park (Stevens Point Rotary Club)

Aaron Kadoch, 718 Linwood Avenue, explained the proposal is for a pocket type park inside of Pfiffner Park. This location was chosen because of it being a gateway to the river as well as the natural circular zone that everyone uses to approach the river and park. In the time of events, this area does not have a lot of activity, but just resembles a gateway to the park. The area would commemorate the sister cities of Stevens Point. In the area designated 2 in the diagram, would be an area of Exhibit Spaces and Kiosks could be set up for festivals on a rotating basis. The entrance would be a point of beginning to the commons and point of interdiction to the area. There would be an outdoor classroom area as well as an interactive walking labyrinth. This designed area would be a gateway to the city as well as the downtown and would have an interactive app to explain the history and the area. The hope is for simple maintenance of the landscaping. The Rotary has already given some assistance in the development and they would be commemorated by the multiple gear symbols throughout the park.

Mayor Wiza stated some of the photos are more representative of what they are trying to do in the area, as this is only a conceptual plan at this time. The existing area is small, and this would be a tremendous example of several community groups all coming together to try and do something significant for the community in an underutilized area of park space. This also ties in to the fact that we are trying to connect Main Street with the Riverfront. Also, there is no tax money involved in this project. There will be a fundraiser to install the park and the continued maintenance of this area.

Mr. Kadoch stated that the use of the stone is possible and feels it is a good idea as well as tying into the polish heritage of the area with the use of the stone. He mentioned that the space would be kept simple to make it easier to maintain as well as the development, would take place in phases and can continue to grow as time goes on. He continued stating this site was chosen due to it being the location that Stevens Point first began and would in cooperate the Native American, logging and marketplace history of the city.

Mayor Wiza feels the mini amphitheater would be good for the schools, boy scouts, and local musicians to use. This project shows great community involvement to enhance our community.

Alderperson Kneebone suggested that the perception of lack of citizen input could be compromised with citizen input on the kiosks. Mayor Wiza explained that the kiosks may be used by not installed right now. Mr. Kadoch added that they are intended to be removable and temporary.

Mayor Wiza explained that his location was chosen due to its lack of utilization in the existing park.

Director Schrader explained that this location was chosen due this area already having close parking, the close proximity to rest rooms, easy accessibility, and centrally located. This area used to be used as the Wells Fargo exercise area. There have been several groups that have brought ideas to the Parks Board, and they are told to have prepared the costs and plans before it is brought directly to the board for review.

Freckmann was concerned that proposal may be planting too much in such a small space. That maybe it would be better to start out with less plants to begin with and keep it a little more simple.

McDonald liked the idea of them using local experts as it relates to the type of plants. She also recommended that the proposed booths around the edge have some type of consistency, and that they consider using native stone throughout the project (similar to the WPA stone projects in the parks).

Ald. Oberstadt loved the concept and thought it fit very well into this area of the park, seeing it currently gets little use now.

Sorenson asked how and who would be responsible for maintenance and funding of the maintenance.

Schrader stated that we will have a maintenance agreement with the Rotary Club and the Sister/Partner Cities outlining how they will maintain the area, and that they are planning on setting up a maintenance endowment (similar to the one the KASH Committee did for KASH playground) to cover ongoing repair/maintenance.

Motion by McDonald, seconded by Oberstadt, to approve the Common Cultural concept as submitted along with the Maintenance agreement.

Ayes all, Nays none; Motion carried.

4. Adjournment

Motion by Oberstadt, seconded by Hall, to adjourn the meeting.

Ayes all; Nays none; Motion carried, 6:40 p.m.

Project Title: The Cultural Commons: An Interactive Garden and Education Space

Our Vision Statement

Our vision is to create a garden and education space within Pfiffner Park to serve as an interactive and dynamic educational experience for all people. This space will establish a natural *point of beginning* along the Wisconsin River, leading to a greater understanding of and connection to our community's past, present, and future multicultural heritage.

Founding Organizations

The Rotary Club of Stevens Point, the Partner City of Estelí, Nicaragua, the Sister Cities of Gulcz, Poland and Rostov Veliky, Russia, along with support from the UWSP community, have joined together to conceptualize, create, and dedicate an attractive and enduring reflection of our collective role in the culture of Stevens Point.

Why is this project being proposed?

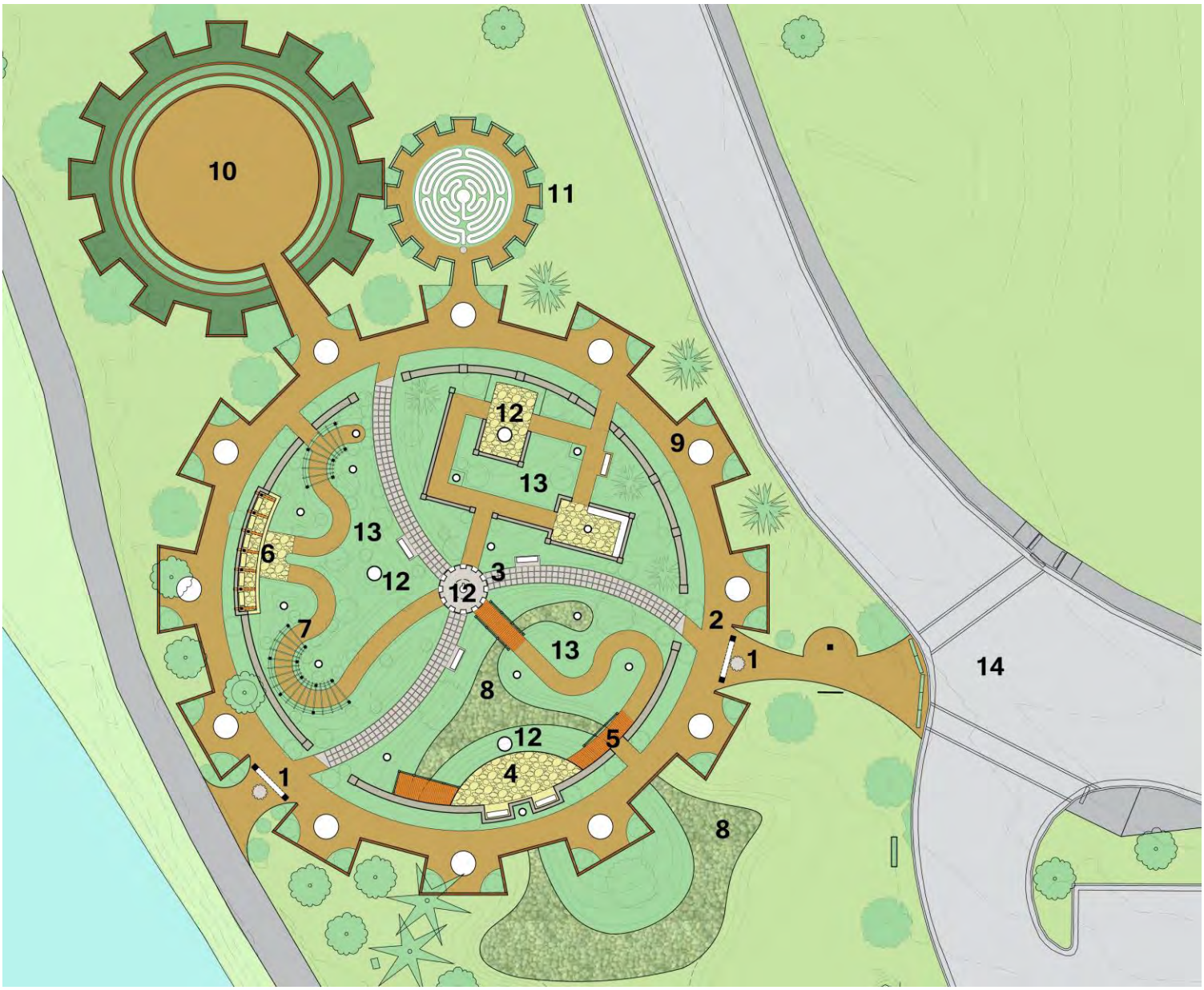
The gardens will honor our community's history and heritage and the long-term international relationships with the people of Rostov Veliky, Russia, Gulcz, Poland, and Esteli, Nicaragua. The gardens will be a strong and visible statement of commitment to the idea that we in Stevens Point, Wisconsin are indeed part of a wider world.

Objectives

- **Represent** the different cultures of the three sister/partner cities through native plantings, shade structures, and walking paths as well as through an interactive smart phone application.
- **Educate** about local and regional heritage and culture via initiatives, tourism, activities and events as well as historical facts linked by phone app, and as experienced within the gardens.
- **Celebrate** multicultural relationships through unique sculptures and other site features.
- **Create** an outdoor place for people to come together for celebration, education, and learning through a variety of experiential spaces such as an outdoor classroom amphitheater, a reflective labyrinth, and flexible community organization exhibit areas.
- **Develop** greater awareness and appreciation of other cultures, local heritage, and international relationships.
- **Enhance** aesthetic and functional enjoyment of the Riverfront.
- **Promote** cultural tourism
- **Support** health and wellness through the gardens' proximity to existing natural areas such as the Wisconsin River and the Green Circle Trail
- **Encompass** sustainable design through native plantings, natural materials, and wildlife habitat
- **Live** as an enduring multicultural, multigenerational, fully accessible space as linked to a vibrant community life.

The Cultural Commons
An Interactive Garden and Education Space

Proposed Site Plan and Features



1. Entry Gate and Kiosk; 2. Cultural Commons Exhibit Spaces and Path; 3. Specialty Donor Pavers; 4. Flagstone Paving; 5. Wooden bridges/decking; 6. Veranda shade structure and seating; 7. Pergola; 8. Rain Garden “Riverscape”; 9. Community Exhibit Space; 10. Outdoor Classroom; 11. Labyrinth; 12. Specialty Sculptures; 13. Themed Garden Plantings; 14. Accessible Crosswalks.

Partner Organizations Sponsoring the Project:

The Rotary Club of Stevens Point

Rotary International is 1.2 million neighbors, friends, and community leaders in 34,000 clubs who come together to create positive, lasting change in our communities and around the world. Our differing occupations, cultures, and countries give us a unique perspective.

Our impact starts with our members – people who work tirelessly with their clubs to solve some of our communities' toughest challenges. Our efforts are supported by Rotary International, our member association, and The Rotary Foundation, which turns generous donations into grants that fund the work of our members and partners around the world. Our shared passion for service helps us to accomplish the following:

- Scholarships for students from SPASH, Pacelli, MSTC and UWSP
- International Youth Exchange
- A pre-school in Esteli, Nicaragua
- Literacy in Turkey
- Grants for local youth and non-profit organizations
- Local efforts to support Rotary International's Post-polio Syndrome Messaging Project

The Russian Sister City Project

Rostov Veliky (Rostov the Great) is a community of 35,000 people located on the banks of Lake Nero about 125 miles northeast of Moscow, Russia. This ancient city is over 1,150 years old and attracts many tourists to see its churches, museums, and the famous Rostov bells.

The purpose of the Sister City Project, begun in 1983, is to nurture mutual understanding and peace through personal relationships between the people of Stevens Point, Wisconsin and Rostov Veliky, Yaroslav region, Russia. This communication includes a sharing of our language and culture through exchanges in education, environment, tourism, and the arts.

In recent years, the Russian Sister City Project has focused on an exchange of information and ideas on the natural environment in our two cities and regions. Stevens Point hosted three groups from Rostov Veliky in 2008, 2010 and 2012, all funded by Open World grants from the US Library of Congress. Delegates engaged in lively conversations with local counterparts on ground water, solid waste, alternative energies, and citizen initiatives to preserve the environment.

Eleven citizens from Stevens Point traveled to Rostov Veliky in the summer of 2012 to help celebrate the city's 1,150th anniversary. Every other June we send two teachers and their student assistants to Rostov Veliky to teach conversational English to children, ages 10 to 18.

The Gulcz, Poland Sister City

The Gulcz Sister City relationship is managed by the Polish Heritage Awareness Society, a 501c3 non-profit organization "dedicated to the education, promotion and preservation of Polish American Heritage." Some of our history and activities include:

- Conducting and hosting ongoing family-to-family visits in Gulcz and the Stevens Point area to share cultures
- Provided clothing and school supplies to Gulcz in the early days of the sister city relationship
- Provided the funding for Gulcz's first computers to use in the classroom; the Gulcz school has been renamed the Polish American School because of these activities
- Promoting face-to-face teacher and classroom exchange visits via Skype with Almond-Bancroft and Gulcz grade schools
- Developed and hosted a weekend 150th Anniversary Celebration of Michael Koziczkowski, the first Polish settler to Portage County in 1857, followed by thousands of other families
- Hosting the annual Dozynki Harvest Festival; the group has awarded over $50,000 in scholarships to area junior and senior high school students
- Hosting community expert lectures on:

- Identification of safe mushrooms to enjoy;
- Personal experiences of living and surviving in a World War II concentration camp and resettlement in Stevens Point;
- A firsthand account of Saint Pope John Paul II's visit to Stevens Point.

The Esteli, Nicaragua Partner City

Wisconsin/Nicaragua Partners of the Americas, Inc., (W/NP), a charter member of Partners of the Americas, Inc., is located in Stevens Point, WI. Within the organization, W/NP has a unique Partner City program linking communities in Nicaragua with communities in Wisconsin, and Stevens Point/Estelí Partner City is one of these.

This structure provides grassroots opportunities through people-to-people activities at the local level that promote cultural awareness, sustainable community development, and form ties of friendship between the people of Stevens Point, WI and Estelí, Nicaragua. The concept of partnership empowers citizens from both countries to identify and affect change.

We bring people together, help them become aware, and identify ways to put their ideas into action. Collective efforts have:

- Significantly improved emergency medical services in Estelí with the addition of a functioning ambulance that once provided service in Stevens Point,
- Enhanced early childhood education and vocational skill building courses in Estelí through Stevens Point Rotary support, and
- Made possible youth sports programs, personal development initiatives, and ongoing youth exchanges between the two communities.

These and many other local projects continue to bring about tremendous change in people's lives as we come together for the good of others.

Implementation Strategy, Schedule and Funding:

The commemorative garden is proposed to be a cooperation between local private and public partners. A preliminary fundraising feasibility study has been conducted with community members representing a wide cross section of interests, businesses, individuals and community organizations. There is significant interest, as well as financial and logistical support established for the execution and long term maintenance of the project.

The base project construction cost is estimated at $514, 000 with an additional $50, 000 to establish an ongoing maintenance endowment. All funds will be administered through the Community Foundation which has established a partnership with the 4 organizing and founding partners of the park project. (See memorandum of understanding and other general project documents)

The project will take approximately 3 years to complete. Official fundraising will take place from December 2015- April of 2016. Construction groundbreaking will begin in the Spring/Summer of 2016, with an official opening and commemoration in the Summer of 2017.

2015 Copyright by OAK Architecture: Office of Aaron Kadoch, AIA

Project Introduction

Features of Site

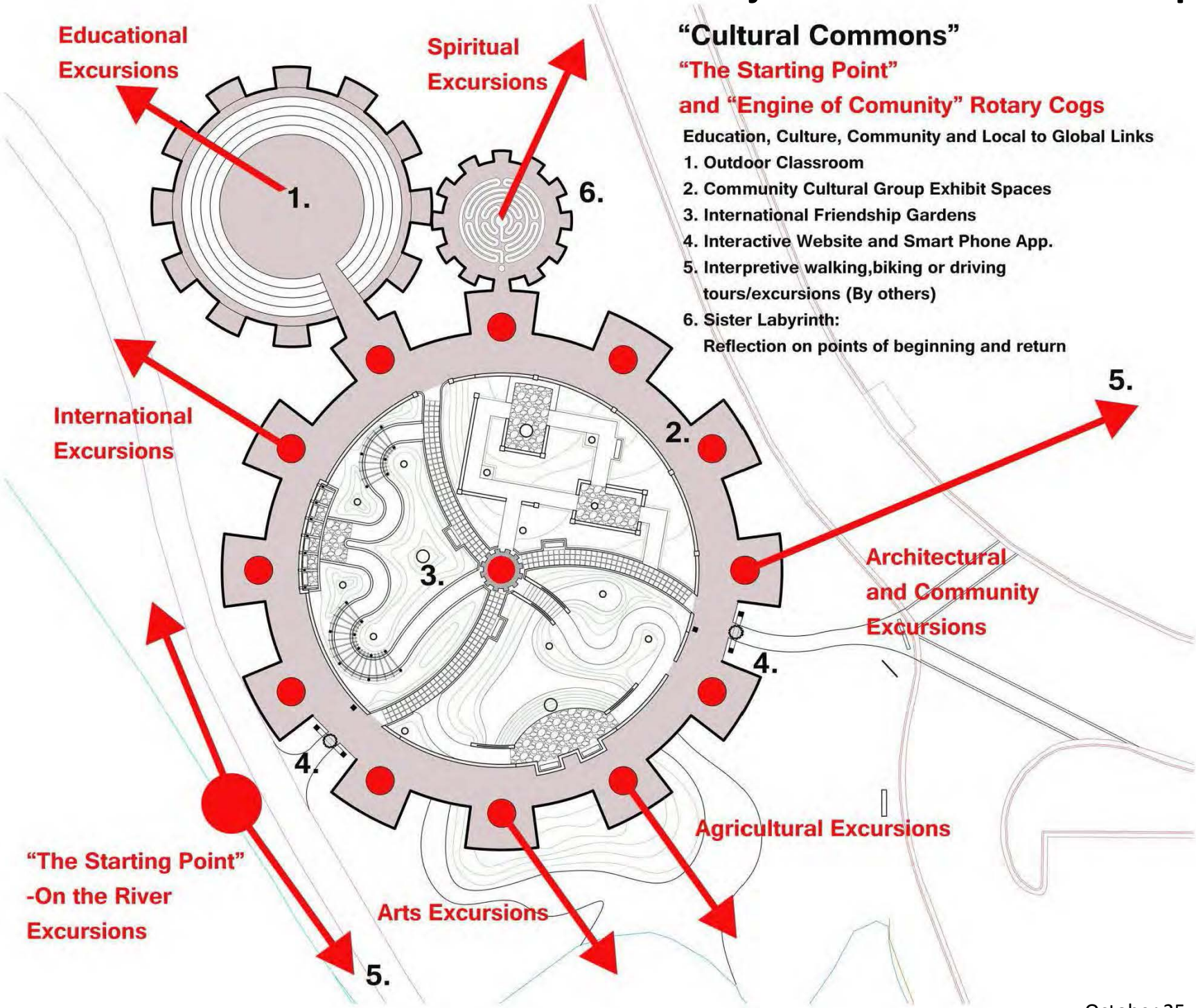
- Central location on main pedestrian park access
- Beautiful river connection
- Separated/protected from bandstand viewing area
- Excellent visibility and walkability through park
- Close to all amenities, and gallery
- On Green Circle Trail
- Project will stimulate necessary improvements of pedestrian access to the riverfront from Crosby and Center Point Dr.

GIS Photo: NOT TO SCALE

2015 Copyright by OAK Architecture: Office of Aaron Kadoch, AIA

The Cultural Commons: Design Information

Project Features – Info Graphic



"Cultural Commons"

"The Starting Point"

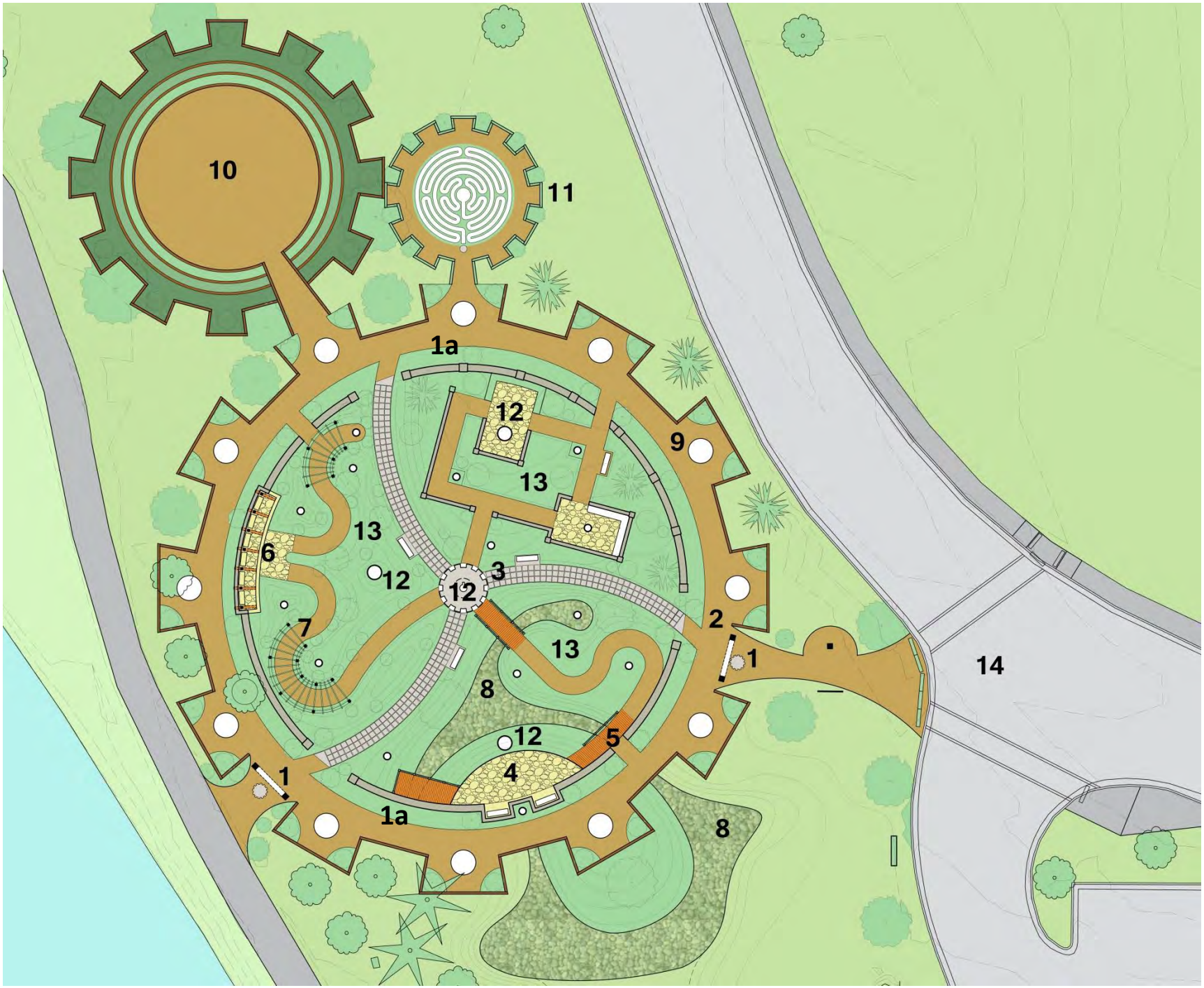
and "Engine of Comunity" Rotary Cogs

Education, Culture, Community and Local to Global Links

1. Outdoor Classroom
2. Community Cultural Group Exhibit Spaces
3. International Friendship Gardens
4. Interactive Website and Smart Phone App.
5. Interpretive walking,biking or driving tours/excursions (By others)
6. Sister Labyrinth: Reflection on points of beginning and return

2015 Copyright by OAK Architecture: Office of Aaron Kadoch, AIA

Project Features Key Map

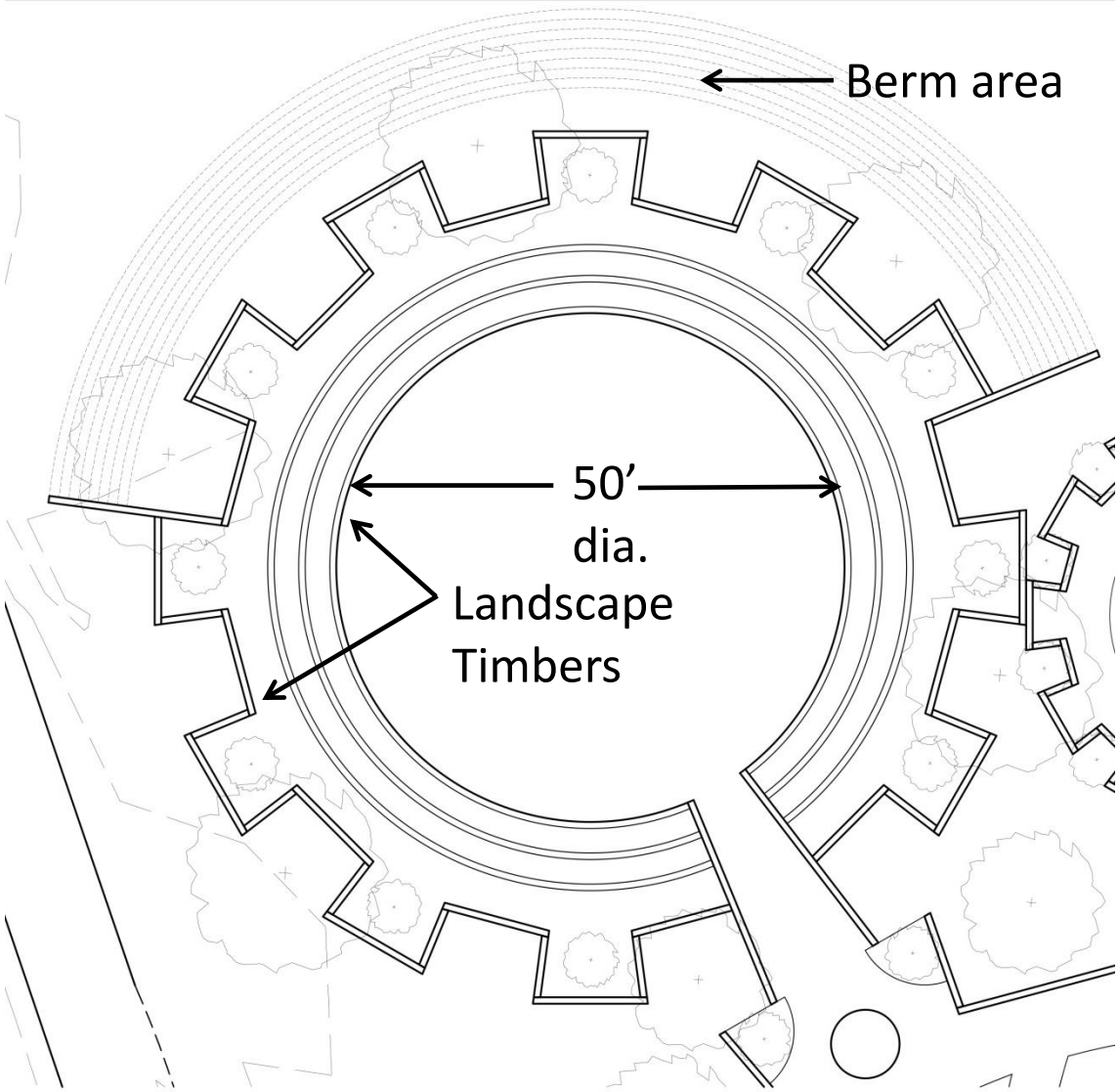


2015 Copyright by OAK Architecture: Office of Aaron Kadoch, AIA

Project Features

See Exhibit A "Drawings" for Cross Reference

10: **Outdoor Classroom:** Outdoor classroom space made of 3 tiers of landscape timbers with earth bermed outer ring in the shape of the Rotary Gear Cog.



2015 Copyright by OAK Architecture: Office of Aaron Kadoch, AIA

Project Features

11: Labyrinth Feature:

- Concrete Pavers and Ground Cover Surround.

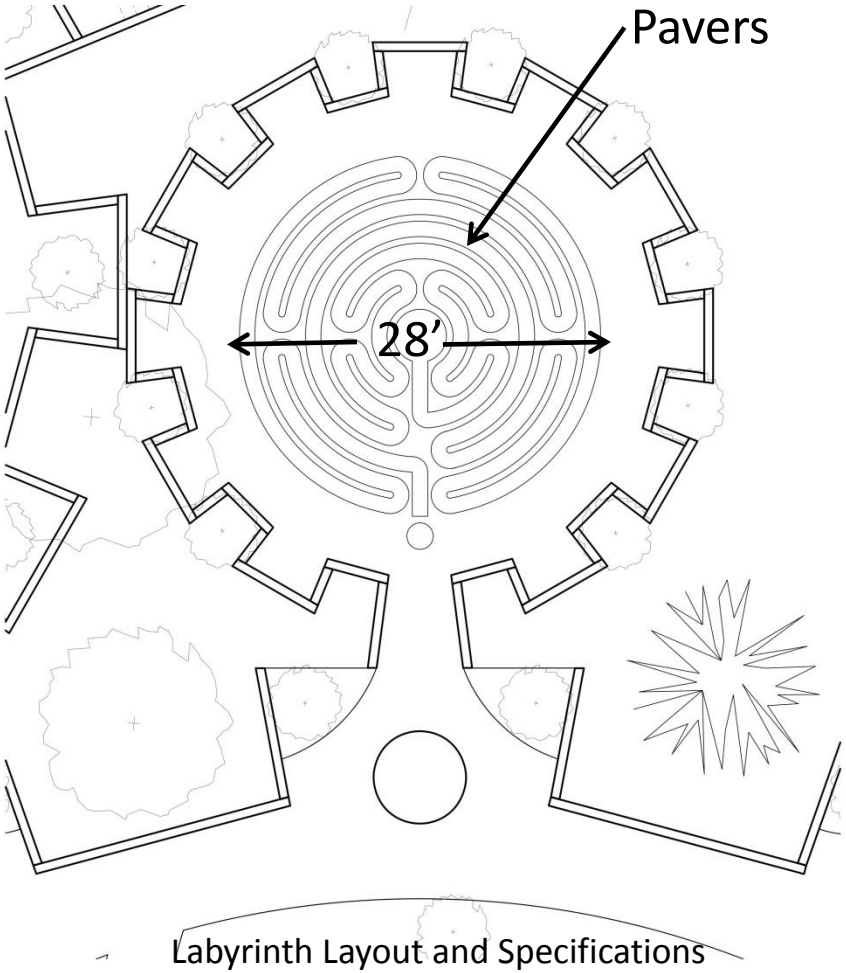
The proposed labyrinth pattern for this site is a medieval-type design with seven circuits. Walkers following the path of this labyrinth will meander through four "quadrants" of the pattern as they navigate towards the central area. This allows for a walking experience that will offer a diverse array of views to points beyond the labyrinth area. This is a nice option given the variety of views afforded by this setting.

The labyrinth's entrance is marked by a separate circular paver designating a place to pause before entering the labyrinth. This paver could also incorporate written text or meaningful inlaid objects. The orientation of the labyrinth places the entrance near the North side of the garden. The pathway of this labyrinth can be inlaid with unique meaningful objects from all four cultures/cities represented in the garden. Text can also be incorporated with the pathway pavers.

The center of the labyrinth provides a space for pause and reflection.

The width of the pathway in this proposed design is 14" wide; a nice dimension for walking yet not too large. The overall width of the labyrinth pattern is 27'-4" in this proposed design. The spacing between the pathways is roughly 6" wide.

Turf or groundcover is a nice material choice for the spacing between the pavers. If installed as a turf paver, grass will grow inside a rigid framework that offers a supportive surface for wheelchair users or others who step off the labyrinth pathway. This framework is invisible when the grass is grown and allows rainwater to be gradually filtered back into the soil. This provides easier maintenance by helping to control soil erosion and offering a rigid surface for mowers. Ground cover is a no-mow option, such as Thyme.



Labyrinth Layout and Specifications
by Katja Marquart

Town Square Park, Durbuy, Belgium

2015 Copyright by OAK Architecture: Office of Aaron Kadoch, AIA

See Exhibit A "Drawings" for Cross Reference

13: Esteli Garden Plantings:

Esteli Garden Zone	Miscanthus Sinensis		MS
	Corkscrew Willow ('Tortuosa': Salix matsudana)		CW
	Phyllostachys aureosulcata 'Spectabilis' (bamboo)		PS
	Wisteria (Blue Moon)		W
	Clematis (Nelly Moser)		C
	Apple Tree (Liberty)		A
	Juniperus horizontalis 'Mother Lode'		JML
	Blue Star juniper Juniperus squamata		JBS
	Juniperus procumbens 'Nana'		JP
	Blue Rug Juniper Juniperus horizontalis 'Wiltonii'		JBR
	Bar Harbor Juniper Juniperus horizontalis		JBH
	Old Gold Juniper Juniperus chinensis		JOG

Golden Sword Yucca Yucca filamentosa 'Golden Sword'		YGS
Ivory Tower Yucca Yucca filamentosa 'Ivory Tower'		YIT
Climbing Rose Canadian Explorer 'Henry Kelsey'		R

2015 Copyright by OAK Architecture: Office of Aaron Kadoch, AIA

The Cultural Commons: Design Information

See Exhibit A "Drawings" for Cross Reference

13: Rostov Garden Plantings:

Project Features

Rostov Garden Zone	Russian Sage Perovskia atriplicifolia		S
	Dwarf birch (Betula nana)		DWB
	Betula papyrifera (paper birch)		BP
	Norway Spruce (Picea abies)		NS
	Weeping Siberian Pea Shrub Caragana arborescens Walkeri		SPS
	Hedge Cotoneaster (Cotoneaster lucidus or Francetii)		HC
	Creeping Willow (Salix repens 'var. argentea')		CW
	Winterberry (Ilex verticillata)		IV
	Apple Serviceberry, (Amelanchier lamarckii)		AS
	Littleleaf Boxwood (Buxus microphylla var. koreana)		BW
	Yew Hedge (Taxus x media)		Yew

2015 Copyright by OAK Architecture: Office of Aaron Kadoch, AIA

The Cultural Commons: Design Information

Project Features

See Exhibit A "Drawings" for Cross Reference

13: Gulcz Garden Plantings:

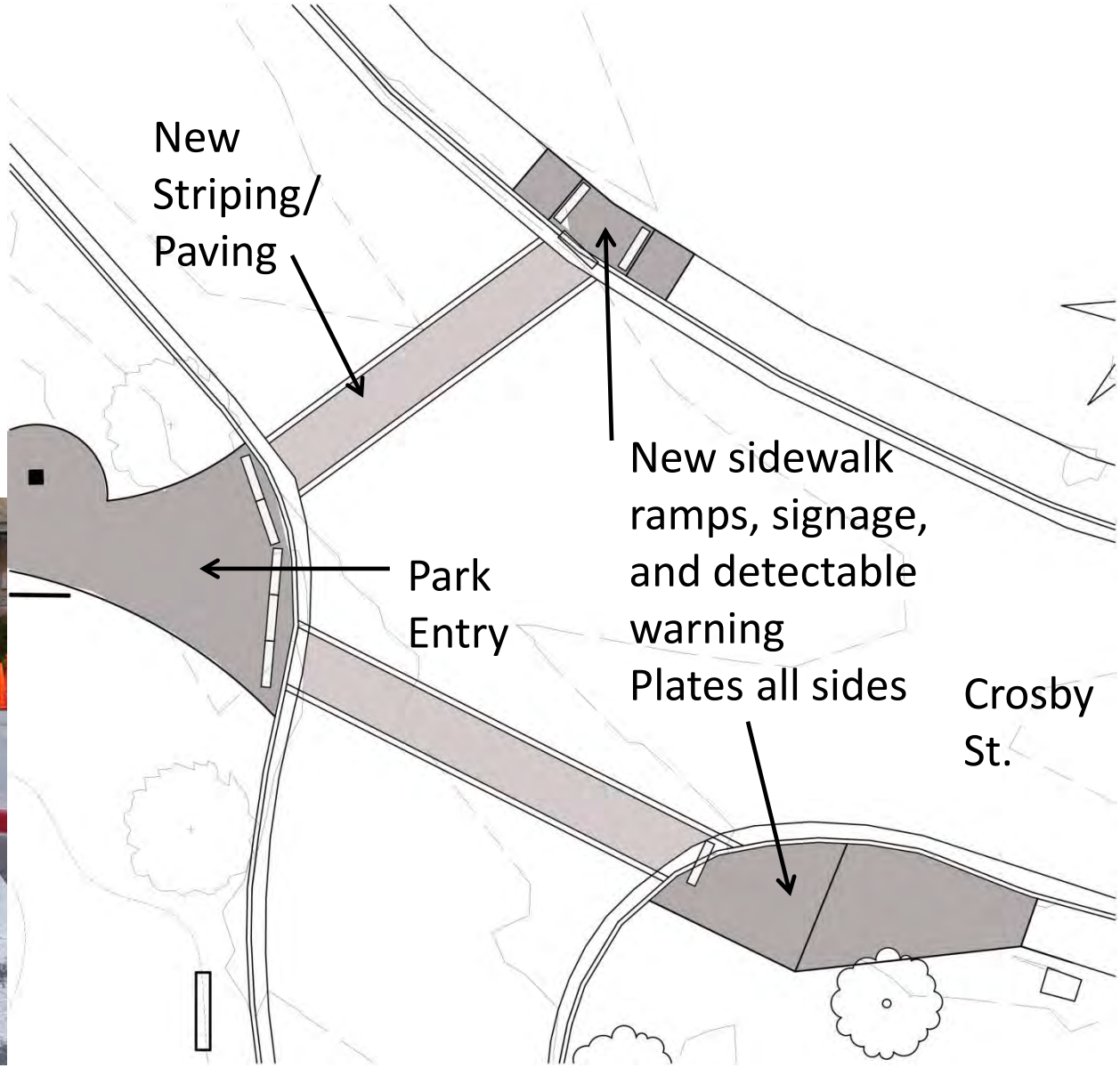
Gulcz Garden Zone	American Black Currant, Clove Currant (Ribes odoratum)-		BC
	Butterfly Bush Honey Suckle (Diervilla sessilifolia 'Butterfly')		BHS
	American Cranberry Bush Viburnum TRILOBUM 'ALFREDO' (ALFREDO COMPACT)		AC
	Old Fashion Lilac (Syringa vulgaris)		L
	Myosotis sylvatica "Blue Sylva" (Forget me nots)		FMN
	Blue flag iris (Iris versicolor)		BFI
	Soft Rush Juncus effusus		SR
	Joe Pye (Eutrochium purpureum)		JPW
	Meadowlark Forsythia (Eutrochium purpureum)		MF
	Pollarded Tree		PT

2015 Copyright by OAK Architecture: Office of Aaron Kadoch, AIA

Project Features

See Exhibit A "Drawings" for Cross Reference

14: Improved Pedestrian Access: Improve Cross-Walk access and ADA accessibility to park gateway on Crosby Street. New striping, curbing turndowns and metal detectable warning strips.



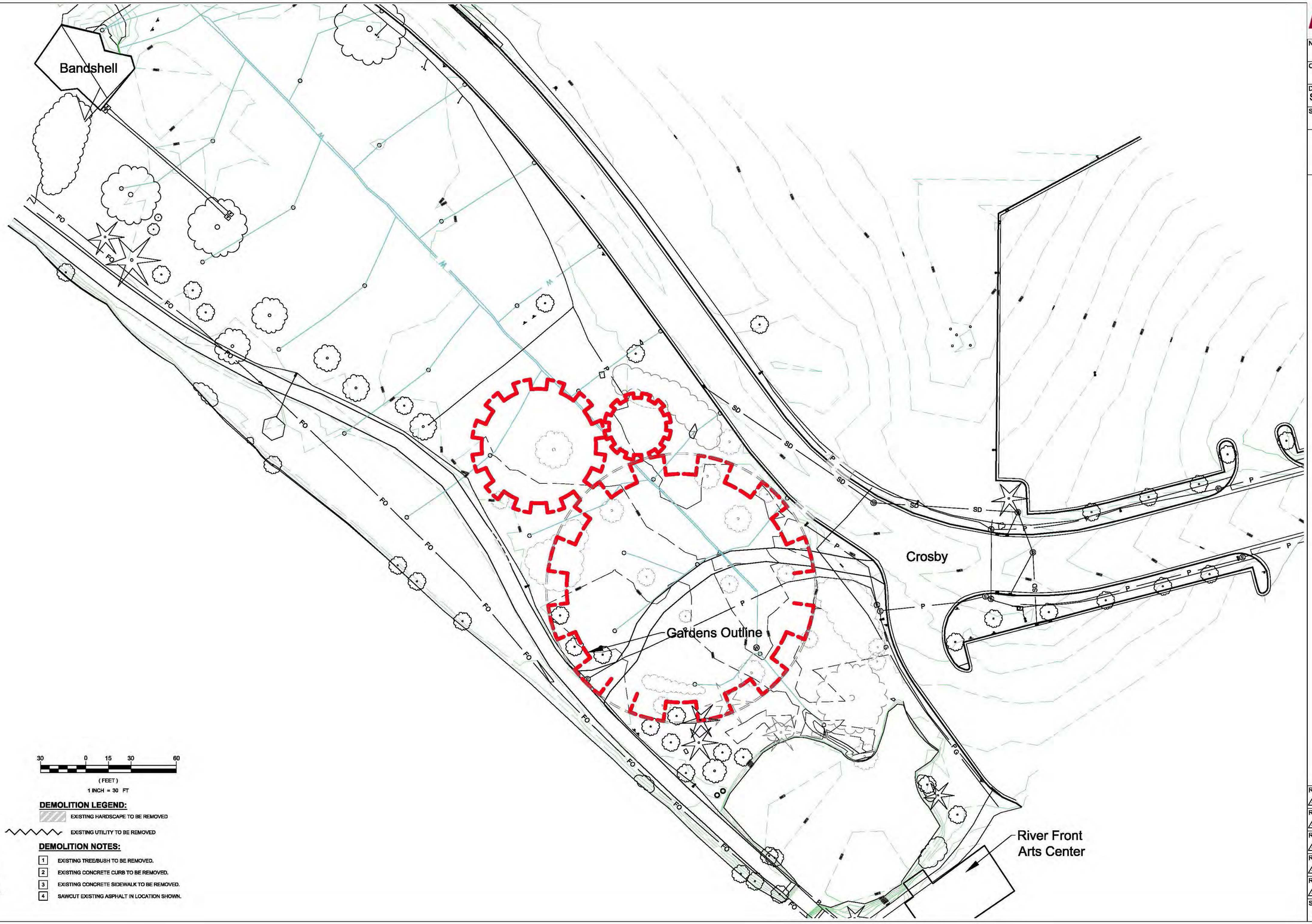
2015 Copyright by OAK Architecture: Office of Aaron Kadoch, AIA

Mid-State Technical College
Learning For Life

NAME	Kadoch, Aaron
CLASS	STRM WTR
DATE	September 25, 2015
SCALE	1"=30'

SITE SURVEY

PFIFFNER PARK



DEMOLITION LEGEND:

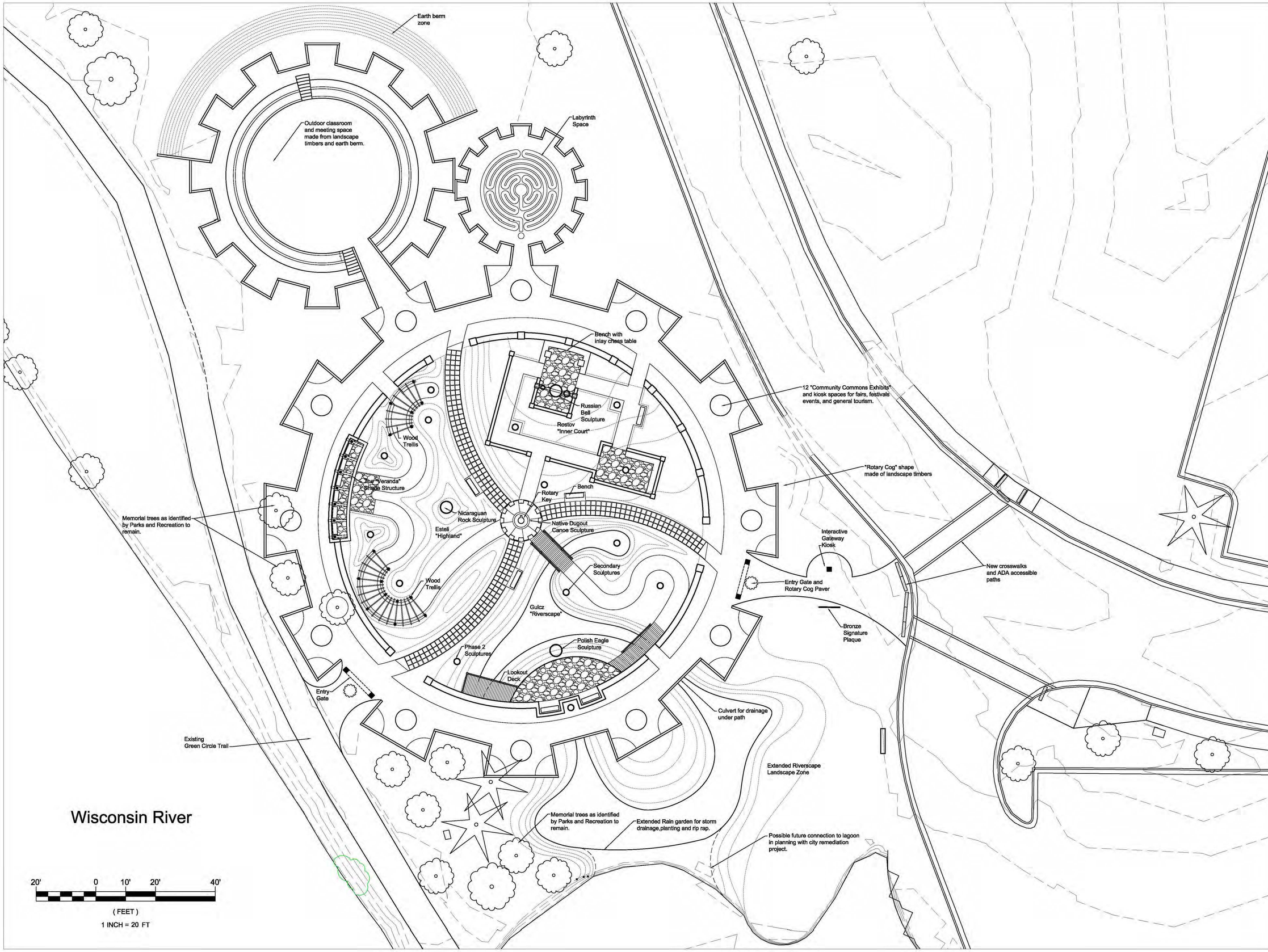
EXISTING HARDSCAPE TO BE REMOVED

EXISTING UTILITY TO BE REMOVED

DEMOLITION NOTES:

1. EXISTING TREE/BUSH TO BE REMOVED.
2. EXISTING CONCRETE CURB TO BE REMOVED.
3. EXISTING CONCRETE SIDEWALK TO BE REMOVED.
4. SAWCUT EXISTING ASPHALT IN LOCATION SHOWN.

REV 5	--
REV 4	--
REV 3	--
REV 2	--
REV 1	--
SIZE ANSI D	SHEET



Project Name:

Cultural Commons PARK

Stevens Point WI

OAK- Architecture
Office of Aaron Kadoch,AIA

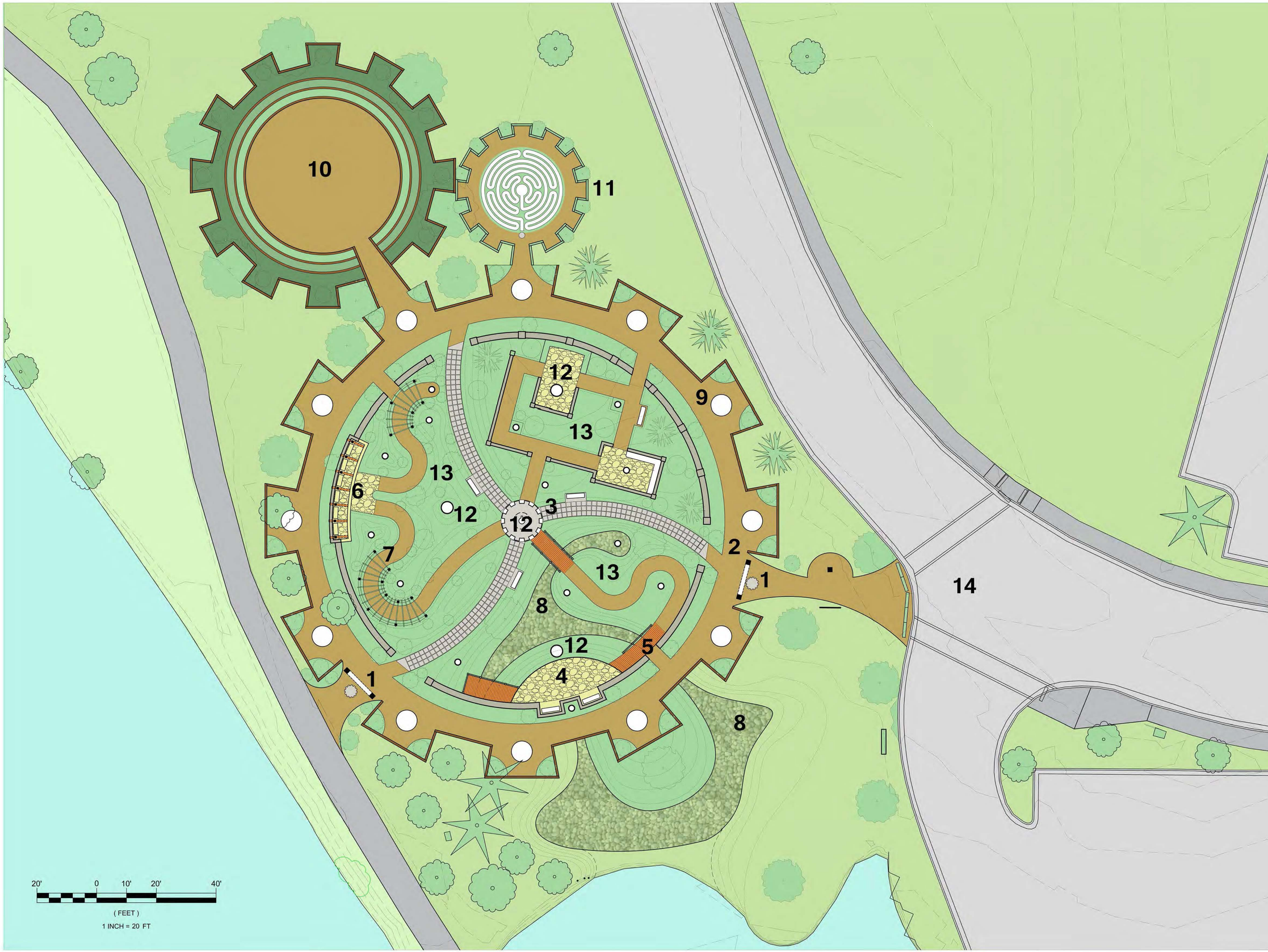
Orientation: N

Drawing Scale: Graphic

Drawing Date: 09.17.15

Sheet Title: Proposed Site Plan

Sheet Number: S-1.1



Project Name:

Cultural Commons PARK

Stevens Point WI

OAK- Architecture
Office of Aaron Kadoch,AIA

Orientation: N

Drawing Scale: Graphic

Drawing Date: 09.17.15

Sheet Title: Proposed Site Plan

Sheet Number: S-1.1

LANDSCAPING MAINTENANCE AGREEMENT
Between
NOON ROTARY CLUB OF STEVENS POINT
and
CITY OF STEVENS POINT, WISCONSIN

THIS LANDSCAPING MAINTENANCE AGREEMENT (the "Agreement"), made as of the ___ day of _____, 2015, is by and between ROTARY CLUB OF GREATER PORTAGE COUNTY (STEVENS POINT) FOUNDATION, INC., having a notice and mailing address of 1257 Main Street, P.O. Box 228, Stevens Point, Wisconsin 54481 ("Licensee"), and the CITY OF STEVENS POINT, WISCONSIN ("City"), a municipal body organized and existing under the laws of the State of Wisconsin, having a notice and mailing address of 1515 Strongs Avenue, Stevens Point, Wisconsin 54481.

WITNESSETH:

1. Purpose:

The purpose of this Agreement is for the City to provide the Licensee a license to enter upon the Premises and construct on the same the Landscaping Improvements. In exchange for such License, Licensee agrees to maintain such Landscaping Improvements in the manner described below.

2. Definitions:

A. "Premises" shall mean that area of real estate as generally described on the attached Exhibit A.

B. "Landscaping Improvements" shall mean the landscaping features depicted on the attached Exhibit B.

3. Terms of License

A. In exchange for Licensee's commitment to perform the landscape maintenance described in Section 4 of this Agreement, the City shall grant to Licensee a revocable license to enter upon the Premises for purposes of installing and maintaining the Landscaping Improvements.

4. Maintenance Procedures and Standards

Licensee shall perform landscape maintenance according to the following guidelines:

A. The landscape will be maintained in general appearance to the standards maintained by the Stevens Point Parks, Recreation, and Forestry Department.

B. The landscape will be maintained all months of the year as needed.

C. Organic materials such as leaves may be chopped or shredded and left at the base of shrubs and ground cover plants as mulch/compost.

D. Weed removal will be done as needed.

E. Various varieties of mulch will be added as needed.

F. Plants will be pruned, cut, and rejuvenated using established sustainable landscape maintenance methods, not gardening methods.

G. Some ornamental/native grasses and perennial plant seed heads may be left in place for winter aesthetics and for the purpose of feeding migratory birds.

H. Tree pruning will be done by city forestry personnel. Vandalized trees/destroyed trees will be reported to the city forestry department promptly, and will be taken care of by city forestry personnel.

I. Pesticide applications shall comply with all applicable laws.

J. In the event of damages to the landscape caused by severe weather, vandals, accidents, or other third party actions, any funds that are received by the City as a result of restitution, insurance claims, or by other means shall proportioned back to the Licensee for the purpose of repairing and replacing the landscape.

5. Term of Agreement

A. This Agreement shall be in effect for an initial period of ten (15) years and shall be renewed every five (7) years thereafter.

6. Default

A. In the event that the City determines by majority vote of its members that the Licensee has failed to carry out its responsibilities under Section 4 of this Agreement, the City shall inform Licensee of such failure via first class mail and afford Licensee thirty (30) days to remedy its failure to abide by the terms of Section 4. If an item is placed upon any City agenda to address such determination, Licensee shall be

provided a copy of such agenda by first class mail a reasonable amount of time in advance of the date identified in such agenda. If after such thirty (30) day period Licensee has not performed all landscape maintenance actions required under Section 4 as of the day upon which said thirty (30) day period ends, such failure to perform shall constitute default by the Licensee.

B. In the event that Licensee is in default under Section 6A. of this Agreement, the City may arrange for the performance of Licensee's obligations under Section 4 of this Agreement by a third party. Following the performance of said obligations by a third party, the City shall notify Licensee of the actual costs of the same. Such costs shall not be unreasonable for the type and extent of work performed by the selected third party. By executing this Agreement, Licensee agrees to pay to City such costs.

7. Resolution of Disputes

The parties shall settle any claim, controversy, or dispute arising out of or relating to this Agreement by first submitting the matter to the City of Stevens Point Common Council for review and consideration. If such matter cannot be resolved by the City of Stevens Point Common Council, such matter shall then be submitted to mediation before a mediator mutually agreeable to both parties. If the dispute cannot be resolved via mediation, it shall be submitted to the Circuit Court for Portage County, Wisconsin, or another mutually agreeable agency.

8. Miscellaneous

A. *Notices*. All notices, requests, demands, instructions, or other communications required or permitted to be given under this Agreement shall be considered given upon personal delivery or upon three (3) business days after deposit in the U.S. mail, postage prepaid, by registered or certified mail, return receipt requested or upon three business days after deposit with a commercial delivery system, with charges prepaid, to the addresses set forth on the first page of this Agreement. Either party may change the address to which notices are to be given under this Agreement by giving notice in the manner provided in this Section.

B. *Amendment*. This Agreement may not be altered, waived, amended, supplemented, or extended, except by a written agreement signed by City and Licensee.

C. *Severability*. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under any present or future Law, the remainder of this Agreement will not be affected thereby.

D. *Binding Effect*. The provisions of this Agreement will be binding on and inure to the benefit of RA and Licensee and their respective successors and permitted assigns.

E. *Governing Law*. This Agreement will be construed and enforced according to the Laws of the State of Wisconsin.

F. *Consent to Breach*. Any assent, waiver, or consent, express or implied, to any breach of any covenant in this Agreement shall operate as such only in the specific instance and shall not be construed as an assent, waiver, or consent of any condition or covenant generally, nor be applicable to any subsequent breach.

G. *Remedies Cumulative*. The various rights, powers, elections, and remedies of the parties are cumulative, and not one of them is exclusive of the others or exclusive of any right or remedy permitted by law.

H. *Entire Agreement*. This Agreement, along with any exhibits hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their signatures hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

CITY OF STEVENS POINT, WISCONSIN

BY: _____

Mike Wiza, Mayor

ATTEST: _____

John V. Moe, City Clerk

NOON ROTARY CLUB STEVENS POINT

BY: _____

President Noon Rotary Club Stevens Point