



# MARATHON COUNTY PARK COMMISSION AGENDA

**Date and Time of Meeting:** Tuesday, March 30, 2021 at 10:30am

**Meeting Location:** Conference Room #5, 212 River Drive, Wausau WI 54403

The meeting site identified above will be open to the public. However, due to the COVID-19 pandemic and associated public health directives, Marathon County encourages Commission members and the public to attend this meeting remotely. To this end, instead of attendance in person, Commission members and the public may attend this meeting by telephone conference. If Commission members or members of the public cannot attend remotely, Marathon County requests that appropriate safety measures, including adequate social distancing, be utilized by all in-person attendees.

Persons wishing to attend the meeting by phone may call into the telephone conference beginning five (5) minutes prior to the start time indicated above using the following number: 1-408-418-9388.

**Access Code: 187 148 6306 Password: Parks03302021 (7275703302021 from phones and video systems)**

If you are prompted to provide an "Attendee Identification Number," enter the "#" sign. No other number is required to participate in the telephone conference

**When you enter the telephone conference, PLEASE PUT YOUR PHONE ON MUTE!**

## **Park Commission Members -**

Commissioners: Connie Conrad, Dawn Herbst, Jean Maszk, Allen Opall, Pat Peckham, Rick Seefeldt, James Wadinski

***Marathon County Mission Statement:** Marathon County Government serves people by leading, coordinating, and providing county, regional, and statewide initiatives. It directly or in cooperation with other public and private partners provides services and creates opportunities that make Marathon County and the surrounding area a preferred place to live, work, visit, and do business. (Last updated: 12-20-05)*

***Parks, Recreation and Forestry Department Mission Statement:** Adaptively manage our park and forest lands for natural resource sustainability while providing healthy recreational opportunities and unique experiences making Marathon County the preferred place to live, work, and play.*

## **Agenda Items**

- 1. Call to Order**
- 2. Public Comment Period – Not to Exceed 15 Minutes – Any Person Who Wishes to Address the Commission Must Provide, Name, Address and the Topic to the President of the Commission No Later than Five Minutes Before the Start of the Meeting.**
- 3. Approval of the Minutes of the March 2, 2021 Park Commission Meeting**
- 4. Policy Issues for Discussion and Committee Determination**
  - A. Discussion and Possible Action by Committee
    1. Marathon County Sports Complex Naming Rights Agreement
    2. First Amendment to the Facility Use Agreement with Riverwolves Hockey Organization for the Use of Marathon Park Ice Arena.
    3. Establishing Naming Rights Guidelines and Criteria for Parks and Park Facilities
    4. Establishing a Sponsorship Policy for Parks and Park Facilities
- 5. Operational Functions Required by Statute, Ordinance or Resolution:**
  - A. Discussion and Possible Action by Committee
    1. None
  - B. Discussion and Possible Action by Committee to Forward to the Environmental Resource Committee for its Consideration
    1. None

**6. Policy Issues for Discussion and Committee Determination for Consideration by Environmental Resources Committee**

A. None

**7. Educational Presentations/Outcome Monitoring Reports**

A. Park Update – Park Cleanup, Water Systems, Marathon Park Ice Arena, Boat & Camper Storage, Campgrounds, Routine Operations

B. Bird City Designation

**8. Announcements**

A. Next Meeting Date & Time, Location – Tuesday, May 4, 2021 at 10:30am at 212 River Dr., Wausau WI 54403, Room 5 or via Webex

B. Future Agenda Items - Park Tour Dates

**9. Adjourn**

Signed /s/ Jamie Polley  
Presiding Officer or Her Designee

*Any person planning to attend this meeting who needs some type of special accommodation in order to participate should call the County Clerk's Office at 715-261-1500 or e-mail [infomarathon@mail.co.marathon.wi.us](mailto:infomarathon@mail.co.marathon.wi.us) one business day before the meeting.*

FAXED TO DAILY HERALD

THIS NOTICE POSTED AT THE COURTHOUSE

(Email/Fax City Pages, Marshfield News, Midwest Radio Group)

Date March 25, 2021 Time 3:45 p.m.

By Jodi Luebbe

Date \_\_\_\_\_ Time \_\_\_\_\_

By \_\_\_\_\_

**AGENDA SUMMARY**

**4A1. Discussion and Possible Action on Marathon County Sports Complex Naming Rights Agreement**

The initial naming rights of the Marathon County Sports Complex was a five year agreement. The agreement expired in December of 2019. The initial sponsor, Eastbay, chose not to renew the sponsorship. This announcement was sent to all users. The message included the call for a new sponsor. The sponsorship opportunities of the sports complex are also on the department's webpage. Peoples State Bank saw this opportunity and contacted the department. Upon review we found that Peoples State Bank's mission includes serving the community. On their website they state "We are ambassadors for our community and involved as leaders, volunteers, and active members in initiatives to make our communities stronger—helping civic, education, youth, economic, housing and human service organizations. Our employees take pride in helping our neighbors with short and long-term needs and serving in various volunteer capacities throughout our Wisconsin communities". We believe Peoples State Bank is a fitting sponsor for the Marathon County Sports Complex.

Over the past several months staff has been working out the details of the sponsorship agreement with Peoples State Bank. Attached is the draft agreement that has been reviewed by the Corporation Counsel as well as Peoples State Bank. Highlights of the agreement include an option/commitment for an additional five year agreement following the initial five year agreement, graduating annual commitments, a partnership to highlight the sports complex for years to come. The Commission does not need to approve this sponsorship however it is being presented to the Commission for any comments.

**4A2. Discussion and Possible Action Approving the First Amendment to the Facility Use Agreement with Riverwolves Hockey Organization for the Use of Marathon Park Ice Arena**

In March of 2017 the Commission (County) entered into an agreement with REB Enterprise, LLC. (REB) (owner of the Riverwolves) for use of the Marathon County Ice Arena. REB has requested the approval of the Commission to allow a transfer of the agreement to Hockey Management Group, LLC. (HMG). To do so staff has worked with Corporation Counsel to craft the First Amendment to the Original Agreement. HMG and REB will be required to sign this amendment indicating that they will carry out the requirements of the agreement for the remainder of the term. Staff has met with HMG and is very comfortable with the transfer.

The Commission is asked to approve the amendment. Once approved the amendment will be executed by all parties.

**4A3. Discussion and Possible Action Establishing Naming Rights Criteria for the Parks and Park Facilities**

Naming requests of facilities and parks are becoming more common as new parks are constructed and amenities are added. At the last meeting of the Park Commission, staff shared that at this time the City of Wausau does not have a Naming Rights policy and the County's policy for naming, dedication, and sponsorship of Marathon County facilities, rooms and open spaces exempts parks and park facilities. The Commission was supportive of developing naming rights criteria to assist them in the future as these requests arise. The Commission did not feel a formal policy was necessary at this time. It is important to develop guidelines and criteria that the Committee and Commission can utilize to make an informed, impartial decision on the naming of City and County parks and park facilities.

Included in your packet is a draft of park naming guidelines and criteria that staff developed based on the feedback from the last meeting. The Commission is asked to review these guidelines and criteria and provide staff with feedback. If the Commission feels comfortable with the proposed guidelines and criteria, approval of the document is recommended.

#### 4A4. Discussion and Possible Action Establishing a Sponsorship Policy for the Parks and Park Facilities

At the last meeting of the Park Commission, staff presented that the Wausau/Marathon County Parks, Recreation & Forestry Department would like to seek sponsors that further the Department's mission by providing monetary or in-kind support for the Department. The Commission was supportive of developing a policy to allow for the department to see sponsorships. Staff has developed the attached policy that will allow for sponsorships that will support the department in a manner that respects the noncommercial nature of the Department's property and services.

This policy sets the standards, guidelines and approval criteria for solicitation, consideration and acceptance of sponsorships. This policy is designed to protect the mission, image and values of the Wausau/Marathon County Parks, Recreation & Forestry Department, to protect the image and value of its facilities and services, to protect the Department from risk and to uphold the Department's stewardship role to safeguard Department assets and interests. No sponsorship shall be approved that will compromise or damage the public trust or conflict with or compromise the Department's reputation, mission, image, values or aesthetic interests.

This policy is also designed to:

- Ensure an open and fair public process for soliciting and considering sponsorship opportunities;
- Provide the Wausau/Marathon County Parks, Recreation & Forestry Department with full and final decision making authority on any sponsorship opportunity, thus protecting its integrity and the integrity of its facilities, programs and services ;
- Allow eligible outside entities interested in sponsorship opportunities ('potential sponsors') to easily view and understand the various sponsorship opportunities available ;

The Commission is asked to discuss and approve the proposed policy.

#### 7A. Park Updates

##### **Park Cleanup (Including Roads and Parking Lots):**

General park cleanup has started with the arrival of warm weather and early snow departure. Staff is removing winter debris (i.e. sand, etc.) from trails, roads and parking lots via sweeping and/or blowing.

##### **Water Systems:**

Plumbing reassembly is underway and meters will be reinstalled for seasonal use.

##### **Marathon Park Indoor Ice Arena:**

Ice was removed this week and buildings are being cleaned and prepped for summer use.

##### **Marathon Park Boat and Camper Storage:**

Customer pickup of boats and campers has begun (May 1 deadline).

##### **Campgrounds:**

Firewood processing continues at BEP Park (goal is to process approximately 160-170 cords due to increased campground/firewood use).

**Routine Operations/Programs:**

Snow removal operations (as needed, hopefully done for this season); trails, sidewalks, roadways, parking lots.

Urban forestry program; tree trimming, removals.

Building and structure maintenance.

Shelter reservations and Special Events

Equipment maintenance and repair

7B. Bird City Designation

Wausau is once again renewed as a Bird City and has received High Flyer status.

**DRAFT**  
**MARATHON COUNTY PARK COMMISSION**

Date and Time of Meeting: March 2, 2021 at 10:30 am

Meeting Location: Conference Room 5, 212 River Drive, Wausau WI 54403

Park Commissioners present: Connie Conrad, Dawn Herbst, Jean Maszk-(via webex), Pat Peckham, Rick Seefeldt, James Wadinski

Excused: Allen Opall

Staff present: Jamie Polley-Director, Marcus Aumann-Asst. Director of Community Services-(via webex), Greg Freix- Asst.

Director of Operations-(via webex), Tom Lovlien-Forest Administrator

Others Present – Bill Bertram – Park Foundation President, Joe Rohling

**1. Call to Order** – President Conrad called the Park Commission meeting to order at 10:30am. Official notice and the agenda for the meeting was posted publicly in accordance with the State statutes.

**2. Public Comment** – None brought forward

**3. Approval of the Minutes of the January 5, 2021 Park Commission Meeting – Motion** by Herbst, second by Seefeldt to approve the January 5, 2021 Park Commission meeting. Motion **carried** by voice vote, vote reflected as 6-0.

**4. Policy Issues for Discussion and Committee Determination**

A. Discussion and Possible Action by Committee

1. Presentation by the Wausau/Marathon County Parks and Recreation Foundation of a Voyageur Heritage Waterway Project – The Wausau/Marathon County Parks and Recreation Foundation’s mission is to support the improvement of the park systems and recreation program offerings within Marathon County. The Foundation has been discussing a project that they would like to lead. The project in which they are pursuing is establishing river trails on the Wisconsin River (Voyageur Heritage Waterway), Lower Eau Claire River Trail, Big Rib River Trail and the Big Eau Pleine River Trail. Bill Betram, President of the Park Foundation, presented the project to the Commission. He discussed the impacts to the health, wellbeing and quality of life of the community, the economic impact and the utilization of the assets Marathon County has to offer. Many areas already have access to the river and are in need of some upgrades, or historical signage. Other locations may need to be built. The Foundation will plan, organize and complete the project seeking assistance from grants, donors and others. He discussed the scope of the project which includes creation of a website and trail maps, four new landings, amenities at existing landings, and approximately 34 landings that they would add historical signage to along the river. He discussed another way to raise revenue for the project would be for people to sponsor the signage. A maintenance fund could also be created that the Department could use. Questions about the project were answered.

Polley said from a staff perspective they want to take an inventory of all the current kayak launches so that they know what additional work would be required. If this is supported by the Commission, then staff time will need to be allocated as well. If all the areas are already being maintained then it would not be that much time. Polley also had a little bit of reservation because the Department does not have a current policy on sponsorships. She recommended that the County manage sponsorship of the landings so the County should have a say on the sponsorships. She felt it was a great project that people were looking for but protocols should be in place to give Bertram as he gets further support. Peckham thought the item should go on the next agenda and staff could give Commission an idea of the ramifications on the Department. Bertram will put together more information on maintenance and also on who would host a website for the water trail system. **Motion** by Peckham, second by Seefeldt that staff work with Bertram and bring it back to Commission to consider for approval when they have a fuller picture of the project. Motion **carried** by voice vote, vote reflected as 6-0.

2. Regarding the Establishment of a Naming Rights/Sponsorship Policy for Parks and Park Facilities

Naming requests of facilities and parks are becoming more common as new parks are constructed and amenities are added. Sponsorships are also becoming more important as we look to additional revenue sources. At this time the City of Wausau does not have a Naming Rights or Sponsorship Policy of parks and park facilities. The County does have a policy for naming, dedication, and sponsorship of Marathon County facilities, rooms and open spaces however the policy exempts parks and park facilities. Having a policy for parks and park facilities will establish the purpose, guidelines and criteria that

the Committee and Commission can utilize to make an informed, impartial decision on the naming of City and County parks and park facilities. The Committee and the Commission will then recommend a naming request to the City Council/County Board. Polley discussed a draft park naming policy that she developed in her previous position and Marathon County's current policy. She would like the Commissions input and will then compile the information and bring back a policy for adoption at a later meeting. Staff will also work with the City Attorney and Corporation Counsel on the development of such a policy.

Polley explained that this is stemming from two things. One is that a request came in to name the new dog park on the City side and there was not a lot of guidelines to go by. Also the business who had sponsored the County's Sports Complex did not renew after their five year agreement expired. When something is sponsored the community gets to know it that way and there is a cost to replace signage so she is working with a new sponsor on a ten year agreement. Members agreed that having a longer term agreement for the Sports Complex was a good idea. Polley discussed some of the naming rights criteria from both the County policy and the previous policy she had developed. If a facility is named in perpetuity it should go to the County Board and public input could be taken.

Sponsorships would have different criteria than naming rights. For example at the Sports Complex, the sponsor needs to be community oriented, family based, and a certain percentage of their business needs to be something other than alcohol or tobacco. Polley felt the County should maintain oversight of sponsorship policies and give the criteria to outside groups that want to raise money to improve park facilities. Also to consider the length and costs of sponsorships because it is expensive to change signage, etc. when sponsorships are not renewed. Commission members supported the idea of sponsorships for some park facilities and agreed with Polley's points. Peckham felt the Parks and Recreation Committee wanted a few things streamlined from the policy Polley had brought in and will be looking at this item again next month. Wadinski thought the County should work with outside groups but maintain control of the naming and sponsorship policies. Members liked the idea of having a primary name followed by a sponsorship name. Conrad felt it was important to have criteria to refer to when making decisions so that people are treated equitably. Discussion followed. Polley will bring back guidelines for both naming rights and sponsorships.

## **5. Operational Functions Required by Statute, Ordinance or Resolution:**

A. Discussion and Possible Action by Committee – None

B. Discussion and Possible Action by Committee to Forward to the Environmental Resource Committee for its Consideration – Recognition of the Vogl Dam within the Dells of the Eau Claire - Staff recently met Mr. Rob Kessen, the Great Grandson of C.C. Vogl, owner of several acres within what is now the east side of the Dells of Eau Claire. Mr. Kessen had a great deal of historical information of his family. The Vogl's owned and operated a dinner club in the Dells of Eau Claire. Along with the dinner club the area had a waterslide, carousel, and boat rentals. There is also documentation that Mr. Vogl built the original dam within the Dells. Doing further research, the current dam is federally recognized as Vogl Dells Dam. A number of historical documents were provided to Commission that referred to the dam construction, purpose, approvals, etc.

Mr. Kessen has requested a placard to be placed near the current dam that will instill the Vogl name on the dam and recognize his Great Grandfather. Polley said in their discussion they talked about two different types of placards; one with the name and established date of the original dam and current dam. The second sign would be more of an informational kiosk with some of the history of the dam and the area. Commission members were all very supportive and thought it would add to the experience out there to know some of the history. Conrad thought possibly a small dedication ceremony could be held in support of the family. **Motion** by Herbst, second by Seefeldt to recognize the dam within the Dells of the Eau Claire as the Vogl Dells Dam. Motion **carried** by voice vote, vote reflected as 6-0.

## **6. Policy Issues for Discussion and Committee Determination for Consideration by Environmental Resources Committee**

A. 2021 State Budget Items of Interest – Some items included in the budget that affect the County which could use support are Stewardship Reauthorization which allows the County to apply for grants that help fund land purchases; other items include snowmobile and ATV/UTV funding; dam repair and removal; climate change policy; invasive species management;

and County forest acreage share payments; and funding for the Broadband Expansion Grant. Tom Lovlien, Forest Administrator discussed the importance of some of these items and hopes they all remain in the final budget. Commission supported all of the items discussed.

## **7. Educational Presentation/Outcome Monitoring Reports for Discussion**

A. Woodmaking Video – Freix presented a short video of the wood processing machine cutting up firewood for use in the campgrounds. Questions were answered.

B. Park Update – Campgrounds, Bluegill Bay Park, Routine Operations – Campgrounds (BEP Park):

Staff is currently underway processing over 100 cords of firewood for camping season. Bluegill Bay Park: Vegetation management; staff is using a forestry mulching head attachment on a tracked skid steer to remove undesirable invasive species (i.e. buckthorn, honeysuckle) in designated areas and also cutting back other species for “rejuvenation” of desirable species. Routine Operations/Programs: Outdoor ice rink maintenance; snow grooming operations at Nine Mile Forest and Sylvan Hill Recreation Area; snow removal operations on trails, sidewalks, roadways, and parking lots; urban forestry program includes tree trimming and removals; building and structure maintenance; shelter reservations and special events; equipment maintenance and repair.

C. Update on Disc Golf from Wausau Area Disc Golf Enthusiasts – Pete Hoover, Wausau Area Disc Golf Enthusiasts (WADGE) President, had written a letter to the Commission about the current state of disc golf in Marathon County. Polley said staff is working closely with him on most of his items. She noted that the request for an additional 18 holes at the disc golf course at Big Eau Pleine has been received. Staff has also received requests for additional bike trails as well as additional horse trails at the Big Eau Pleine. Staff needs to look at all of the options and determine best uses for the park.

## **8. Announcements**

A. Next Meeting Date & Time, Location – Tuesday, March 30, 2021 at 10:30 am, Rm 5 or via Webex, 212 River Dr., Wausau WI 54403

B. Future Agenda Items – Park Tour Date

**9. Adjourn – Motion** by Seefeldt, second by Peckham to adjourn at 12:30 pm. Motion **carried** by voice vote, vote reflected as 6-0.



**CITY OF WAUSAU/MARATHON COUNTY PARK, RECREATION AND FORESTRY  
DEPARTMENT, Wausau, Wisconsin**

**MARATHON COUNTY SPORTS COMPLEX  
NAMING RIGHTS AGREEMENT**

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Wausau/Marathon County Parks, Recreation and Forestry Department, hereafter called "**DEPARTMENT**", which is authorized to act on behalf of Marathon County, pursuant to §27.05(1), Wis. Stats., and Peoples State Bank of, 1905 Stewart Avenue, Wausau, Wisconsin, 54401 hereinafter called "**SPONSOR**".

WHEREAS, the **DEPARTMENT** operates a public fifteen (15) field sports complex at the Marathon County Sports Complex in the City of Wausau, Wisconsin; and

WHEREAS, the **DEPARTMENT** wishes to rent the naming rights for the overall complex to an approved advertisers for an established naming rights fee; and

WHEREAS, the **DEPARTMENT** will use naming rights proceeds to maintain the sports complex for competition level field sports and special events; and

WHEREAS, the **DEPARTMENT** has established a naming rights fee for the overall sports complex of payment per year as listed for an initial term of five years with the option for a second five year term;

Yr 1 - \$33,000

Yr 2 - \$35,000

Yrs 3-5 - \$40,000

Yrs 6-10, 2.5% increase per year

Based upon mutual consideration set forth herein, it is hereby agreed by and between Marathon County, by **DEPARTMENT**, and the **SPONSOR** as follows:

1. **SPONSOR** agrees to rent naming rights from **DEPARTMENT** for the overall sports complex, Championship Field and Concession Stand.
2. The term of this Naming Rights AGREEMENT shall be an initial sponsorship term of 5 years beginning March 1, 2021, and ending on December 31, 2025. Following the initial 5 year term, **SPONSOR** may renew the sponsorship agreement for an additional 5 years ending December 31, 2030. **SPONSOR** shall provide written notice of nonrenewal to **DEPARTMENT** not less than 270 days prior to the expiration of the initial 5 year term. If **SPONSOR** does not renew for a second 5 year term, it will make a payment to **DEPARTMENT** prior to March 31, 2026 of \$25,000 to offset costs incurred by **DEPARTMENT** to update signage and replace other materials related to the naming rights sponsorship.
3. **SPONSOR** agrees to pay to the **DEPARTMENT** the annual fee as listed above. The initial annual fee payment is due upon signing this agreement. Future annual fees are payable by April 1 of each year of the AGREEMENT. In the event **SPONSOR** fails to pay as agreed herein, and in addition to any other remedies **DEPARTMENT** may have, the **DEPARTMENT** in its sole discretion may opt to re-let Naming Rights to another without forgoing payment due and owing under this agreement.
4. **DEPARTMENT** agrees to provide the following benefits to **SPONSOR** in return for the naming

rights fee per the proposal dated February 10, 2021 (Attachment 1) and as listed below:

- a. Formal facility name will be mutually agreed to between **SPONSOR** and **DEPARTMENT**. Such name will be used by **DEPARTMENT** in all correspondence, public information, mapping and other **DEPARTMENT** business activities.
  - b. Two **SPONSOR** signs. One sign will be mounted on the top of each of the two facility entrance signs. (Attachment 2). Signs to be provided by **DEPARTMENT**. Artwork to be provided by **SPONSOR**.
  - c. Two (2) **SPONSOR** signs approximately 1.5 to 2.5 square feet mounted on the field marker. Signs to be provided by **DEPARTMENT**. Artwork to be provided by **SPONSOR**.
  - d. **SPONSOR** name on on-site sports complex maps, two informational kiosks and wayfinding signage.
  - e. **SPONSOR** name on concession building. Sign to be provided by the **DEPARTMENT**, artwork provided by **SPONSOR**.
  - f. **SPONSOR** logo on Banners on the Championship field, Banner to be provided by the **DEPARTMENT**, artwork provided by **SPONSOR**.
  - g. **SPONSOR** name on **DEPARTMENT**'s sports complex webpage with link to **SPONSOR** website.
  - h. **SPONSOR** logo painted on Championship field for soccer tournaments, high school soccer games and any other championship soccer game.
  - i. **SPONSOR** may create and use images of the facility for their own promotional purposes.
5. Sign layout and content must be approved by the **DEPARTMENT** before the sign is made. The **DEPARTMENT** reserves the right to refuse layout or content based upon presentation. No alcohol, tobacco, or gambling related content or sexually explicit content will be accepted.
  6. **DEPARTMENT** will provide the signs using the original artwork approved by **DEPARTMENT** during the five year agreement. **DEPARTMENT** will replace signs in the event of theft, damage or significant deterioration of sign surface at its own expense. **SPONSOR** may change, improve or modify sign layout or content during the term of this AGREEMENT at its own expense, upon approval by the **DEPARTMENT**.
  7. **DEPARTMENT** will install and remove the signs to/from the facility entrance signs.
  8. **DEPARTMENT** retains the right to rent naming rights to each of the other 14 sports fields and other sports complex features. The **DEPARTMENT** agrees not to accept sponsorship of another financial institution for any feature of the sports complex during the term of this agreement.
  9. **DEPARTMENT** hereby agrees to release, indemnify, defend, and hold harmless **SPONSOR**, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they

may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the placement of signs bearing the name and or logo of **SPONSOR** at the Marathon County Sports Complex which is determined to be caused by the negligent or intentional acts or omissions of the **DEPARTMENT's** officers, officials, employees, agents or assigns, and except copyright, trademark or other intellectual property right violation liability. **DEPARTMENT** does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

**SPONSOR** hereby agrees to release, indemnify, defend, and hold harmless **DEPARTMENT**, their officials, officers, employees and agents from and against all copyright, trademark or other intellectual property right violation liability which may be sustained or to which they may be exposed, directly or indirectly, resulting from or arising out of the placement of signs bearing the name and or logo of **SPONSOR** at the Marathon County Sports Complex. Marathon County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

10. **SPONSOR** will be responsible for the timely delivery of the sign artwork to **DEPARTMENT**. There shall be no refunds for artwork delivered late or for signs removed for repair.
11. It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

12. Notwithstanding anything contained in this AGREEMENT to the contrary, no Event or Default shall be deemed to have occurred under this agreement if adequate funds are not appropriated during a subsequent fiscal period during the term of the agreement so as to enable the **DEPARTMENT** to meet its obligations hereunder, and at least thirty (30) days written notice of the non-appropriation is given to **SPONSOR**. If failure to appropriate adequate funds to operate the sports complex, or, due to usage restrictions such as for a pandemic or other **DEPARTMENT** decision, the sports complex is not opened or operated for a year, a good faith effort will be made by the **DEPARTMENT** and the **SPONSOR** to delay the relevant **SPONSOR** scheduled payment and extend the term of the agreement as appropriate.
13. **SPONSOR** hereby certifies that neither it nor any of its principal officers or officials have ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. **SPONSOR** further agrees and certifies that this clause shall be included in any subcontract of this contract.

The undersigned parties by their signatures attest that they are duly authorized by their respective organizations to enter into this AGREEMENT:

**MARATHON COUNTY  
PARK DEPARTMENT**

212 River Drive, Ste. 2, Wausau, WI 54403-5476

Jamie M Polley

Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FIRST AMENDMENT TO  
AGREEMENT FOR FACILITIES USE  
(MARATHON PARK ICE ARENA)**

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR FACILITIES USE** (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **MARATHON COUNTY PARK COMMISSION**, (hereinafter called “COMMISSION”), **REB ENTERPRISE, LLC**, a Minnesota limited liability company (hereinafter called REB) and **HOCKEY MANAGEMENT GROUP, LLC**, a Wisconsin limited liability company (hereinafter called “HMG”).

**WITNESSETH:**

WHEREAS, **COMMISSION**, and **REB** are parties to that certain Agreement for Facilities Use for Marathon Park Ice Arena dated March 31, 2017 (the “Original Agreement”); and

WHEREAS, **REB** is requesting to transfer the Original Agreement to **HMG**; and

WHEREAS, **HMG** agrees to accept all the terms of the Original Agreement through the Original Agreement Expiration Date;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. This First Amendment to the Original Agreement shall be effective as of \_\_\_\_\_:
2. Term. The Original Agreement will expire on March 31 2022; in the event that the Expiration Date falls during the NA3HL hockey season, the Expiration Date shall automatically be extended on a month-to-month basis until the end of such season.
3. **HMG** will fulfill all terms and conditions of the Original Agreement, including but not limited to, abiding by:
  - A. the Fees and Rates as identified in Addendum A of the Original Agreement, and
  - B. the Game Day Operations as identified in Addendum B of the Original Agreement, and
  - C. all insurance and indemnification provisions.

4. The Agreement shall not be further amended or modified without the written agreement of both the **COMMISSION** and **HMG**.
5. **HMG's** obligations under this agreement shall not be affected by any dispute that may arise between **HMG** and **REB**.

*[Signatures on Next Page]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

**MARATHON COUNTY  
PARK COMMISSION**

212 River Drive, Ste. 2, Wausau,  
WI 54403-5476

Jamie Polley

Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REB ENTERPRISE, LLC**

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**HOCKEY MANAGEMENT GROUP, LLC**

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **PARK NAMING GUIDELINES AND CRITERIA**

### **1. A. The Purpose** of the naming policy is to develop place names that are:

- **Unique.** Unique names are identifiable to a specific place and do not duplicate or are not confused with existing names in the City of Wausau or neighboring areas.
- **Meaningful.** Names may reference natural features or landmarks, local historic events or persons with historic significance, locally or nationally.
- **Inclusive.** Names shall be respectful of all people and cultures and reflect positive values acceptable to the community as a whole.

**B. Donor Naming** may be considered on a case by case basis. Donor naming agreements may include provisions for ongoing and special maintenance costs, such as the renovation of a facility. Donor naming may also have specific terms for discontinuation or termination and shall be adopted by the City Council/Park Commission.

### **2. Guidelines:**

#### **A. General Name guidelines:**

- Should not duplicate or be easily confused with existing public or private places in or near Wausau.
- Should not be cumbersome, corrupted or modified names, profane, discriminatory or derogatory names related to age, race, religion, creed, national origin, sex, color, marital status, disability, sexual orientation, political affiliation or other similar categories.
- Should avoid adjectives such as east, west, big, long, etc., and numbers when possible unless an adjacent feature name uses the same descriptor.
- Names of companies or organizations whose business is substantially derived from the sale of alcohol, tobacco, firearms, adult entertainment and/or other practices considered unsuitable or inappropriate for children.
- Should use the fewest words possible.
- Should not be names of appointed or elected local officials currently in office or current City/County employees.
- The re-use of former facility names should not be used other than for a reconstruction of the same facility in the same location
- Should not be names that would result in the commercialization of City/County facilities.

**B. Names of historic places, events and cultural ideas** shall be appropriate to the site and proposed use.

**C. Recognizable areas** are names that aid in locating a facility, park or open space.

**D. Names for site features, wildlife or other natural ideas, when site specific**

**E. Guidelines for naming in honor of individuals, groups or organizations** are as follows.

#### 1. Individuals honored with a park or facility name must meet all of the following:

- Have resided or worked in Marathon County or the area which has become Marathon County, and,
- Be separated from city service for at least one year prior to application or be deceased for at least one year prior to application. and,
- Had an exceptionally long tenure with the City/County; a minimum of ten (10) years.



- Be highly esteemed in the community (without criminal or legal judgments which show poor character- a background check may be performed with consent, character references will be contacted).

In addition, the honoree(s) are recommended to meet at least one of the following conditions:

- At least 10 years of civic service (must have made a significant and exceptional meritorious contributions to the parks or community as a whole for recreation purposes).
- Contributed to the preservation of the City/County's history or culture
- Contributed to the acquisition, development or conveyance of land, buildings, and other amenities to the City/County.
- A major financial contribution (donation of at least 51% of the value of park land dedication).

If the individual is living the naming will only be approved after a study has been completed relative to the individual's background and qualifications pursuant to the criteria set forth above.

## 2. Groups or Organizations

- Groups, organizations, associations, companies or businesses that have been instrumental in acquiring sites either by donation of land or money or have donated the amount of land or money needed to complete development of a site.
- Have a longstanding affiliation with the City/County of significant community service, involvement, or contributions beyond the ordinary interest level whose efforts have:
  - i. Enhanced the quality of life and well-being of City/County residents
  - ii. Contributed to the preservation of the City/County's history or culture.
  - iii. Made exemplary or meritorious contributions to the City/County or its residents.

Note: Meeting the guidelines does not guarantee that a name will be approved.

## WAUSAU/MARATHON COUNTY PARKS, RECREATION & FORESTRY SPONSORSHIP POLICY

### Statement of Policy

The Wausau/Marathon County Parks, Recreation & Forestry Department will seek sponsors that further the Department's mission by providing monetary or in-kind support for the Department in a manner that respects the noncommercial nature of the Department's property and services. The public's trust, including the public's perception of the Department's fairness and impartiality, and the Department's reputation (sometimes collectively referred to as 'public trust') may be damaged by sponsorships that are aesthetically displeasing, politically oriented, inconsistent with the Department's public mission and core services, or otherwise inappropriate for, or offensive to, the audience or segments of its citizenry. When the Department loses the public trust, its ability to govern efficiently and effectively is impaired. Therefore, the Wausau/Marathon County Parks, Recreation & Forestry Department permits certain sponsorship of certain Department property, facilities, events, activities, programs and services (collectively 'facilities and services') in limited circumstances. The Department maintains its sponsorship program as a nonpublic forum and exercises sole discretion over who is eligible to become a sponsor according to the terms of this policy.

Whenever possible, sponsorships should be linked to a specific Department facility or service. The Department will neither seek nor accept sponsors that manufacture or provide services or products or take positions inconsistent with local, state or federal law or with Department policies, positions or resolutions. The establishment of a sponsorship does not constitute an endorsement by the Department of the sponsor, its organization, products or services.

This policy sets the standards, guidelines and approval criteria for solicitation, consideration and acceptance of sponsorships. This policy is designed to protect the mission, image and values of the Wausau/Marathon County Parks, Recreation & Forestry Department, to protect the image and value of its facilities and services, to protect the Department from risk and to uphold the Department's stewardship role to safeguard Department assets and interests. No sponsorship shall be approved that will compromise or damage the public trust or conflict with or compromise the Department's reputation, mission, image, values or aesthetic interests.

This policy is also designed to:

- Ensure an open and fair public process for soliciting and considering sponsorship opportunities;
- Provide the Wausau/Marathon County Parks, Recreation & Forestry Department with full and final decision making authority on any sponsorship opportunity, thus protecting its integrity and the integrity of its facilities, programs and services;
- Allow eligible outside entities interested in sponsorship opportunities ('potential sponsors') to easily view and understand the various sponsorship opportunities available;
- Help potential sponsors, Department staff and the public to better understand the procedures for sponsorship

### Definition of Sponsorship

'Sponsorship' is financial or in-kind support from an outside person or entity, including other governmental or quasi-governmental organizations, (collectively "outside entity") to associate outside entity's name, logo, products or services with a Department facility or service. Sponsorship is a business relationship in which the Department and the outside entity exchange goods, services and/or financial remuneration for the public display of an agreed-upon sponsorship recognition message.

### Authority Levels to Solicit and Approve Sponsorships

The Wausau/Marathon County Parks, Recreation & Forestry Department possesses sole and final decision-making authority for determining the appropriateness of a sponsorship. Unless a sponsorship opportunity requires City Council/Park Commission approval, the Department shall act through its Department Director or designee(s). The Department has and reserves the right to refuse any offer of sponsorship. All offers of sponsorship will be reviewed in accordance with this policy.

The Department is responsible for determining the facilities and services within the department that are suitable for sponsorship ('eligible facilities and services').

The Department Director may adopt a standard procedure by which sponsorships are sought, considered, and approved. The Department Director may contract with an independent contractor for services related to solicitation and consideration of sponsorships. Unless other provisions are made in a standard procedure or contract with an outside independent contractor, offers will be received for sponsorship for eligible facilities and services, offers will be reviewed to determine that it is complete and properly executed, and the level, defined below, of each offer and the corresponding approval process will be determined. For offers that might involve exclusivity, it will be determined whether there are active or potential sponsorships in the same category and identify such other sponsorships.

### **Levels of Sponsorship:**

Level 1, City Council/Park Commission Approval Required:

Offers of sponsorship that are for terms of more than five years or are projected to generate \$200,000 or more, or that involve naming rights for any Department facility, shall require the approval of the City Council/Park Commission.

Level 2, Department Director Approval Permitted:

Offers of sponsorship that are for terms of up to five years, and are projected to generate less than \$200,000.00, may be approved by the Department Director. This approval includes the authority to approve sponsorships for naming rights of designated portions of Department facilities, such as naming rights for a specific athletic field or a specific room within a Department facility, provided such naming right otherwise meets the requirements of this Level 2 authority. All Sponsorship Agreements within this Level 2 shall be approved by the Director. The Director may refer any proposed offer of sponsorship or Sponsorship Agreement within the Director's authority level to the City Council/Park Commission for approval.

Level 3, Departmental Staff Approval Permitted:

A department director may delegate the authority to approve offers of sponsorship and to execute Sponsorship Agreements for sponsorships that are within the director's authority and are for terms of three years or less and projected to generate less than \$10,000 per year to an appropriate staff member. All such approvals shall be in consultation with the department director.

### **Public Access to Sponsorship Opportunities**

Public access to information about sponsorship opportunities is important:

1. to create an open and fair process and to protect against disputes related to sponsorships that are category exclusive;
2. to market available sponsorship opportunities in an open and efficient manner allowing both the potential sponsor and the Department to negotiate efficiently.

Unless other provisions are made by standard procedure, sponsorship opportunities should endeavor to make information about potential sponsorship opportunities available through the Department's website and other appropriate means.

### **Criteria for Review of Sponsors and Offers of Sponsorship**

Sponsorships of Department facilities and services are maintained as a nonpublic forum. Although the Department recognizes and confirms that entering into a sponsorship agreement is not an endorsement of that sponsor or its services or products, sponsorships do imply some affiliation between the Department and the sponsor. As discussed in the Statement of Policy, such perceived affiliation can affect the public trust and the Department's ability to govern equitably, efficiently and effectively. Therefore, no potential sponsor and no offer of sponsorship will be approved that might compromise the public trust or the public's perception of the Department's ability to act in the public interest, or that the Department deems might have a negative impact on its mission, image or values. The Department also intends to preserve its right and discretion to exercise full editorial control over the placement, content, appearance, and wording of all sponsorship recognition messages. The Department may make distinctions on the appropriateness of sponsors on the basis of the sponsorship

recognition message but not on the potential sponsor's viewpoint.

Sponsorships and outside entities that the Department deems to be unsuitable for the specific audience or contrary to the community standards of appropriateness for the facility, program or service, are prohibited, including the following subject matters:

1. Alcoholic beverages, and establishments that are licensed to sell and primarily do sell alcoholic beverages, including bars; provided, however, that food service establishments or places of lodging may be authorized as sponsors only when the sale of alcohol is incidental to providing food service or lodging. Limited sponsorships that include alcohol pouring rights may be considered for events or facilities at which alcoholic beverages are sold.
2. Tobacco products.
3. Political and policy issues, candidates and campaigns.
4. Profanity, obscenity and hate speech.
5. Sexually oriented products, activities, or materials.
6. Depiction in any form of illegal products, activities or materials.
7. Any message that may adversely impact the mission, image and values and goals of the Wausau/Marathon County Parks, Recreation & Forestry Department.

Every sponsorship offer shall also be evaluated by taking into consideration the personalities and characteristics of the average attendee of each facility or service proposed for sponsorship and the mission, values, and image of the Department.

The following criteria shall also be considered in evaluating every offer:

1. The extent and prominence of the sponsorship recognition message.
2. The aesthetic characteristics of the sponsorship recognition message.
3. The importance of the sponsorship to the mission, values and image of the Department.
4. The level of support proposed to be provided by the sponsor.
5. The cooperation necessary and degree of support from other departments to implement the sponsorship.
6. The value of the resources that is provided to the Department in fulfilling its overall mission.
7. Other factors that might affect or undermine the public trust or public confidence in the Department's impartiality or interfere with the efficient delivery of Department services or operations, including, but not limited to, the existence of, or possibility for, conflicts of interest between the sponsor and Department officers, employees, or Department affiliates; the potential for the sponsorship to tarnish the Department's reputation or standing among its citizens, or the potential to otherwise impair the ability of Department to govern its citizens, or distract the Department and its officers and employees from its mission.

### **Potentially Acceptable Recognition Message Formats**

Generally used forms of branding and advertising including, but not limited to, those set forth below, are generally consistent with this policy:

- Park and building naming rights, as approved by City Council/Park Commission;
- Field and portions of building naming rights, in accordance with this policy;
- Signage including:
  - Fencing fabric and/or fence signage
  - Light pole and building banners
  - Certain interior walls
- Scoreboards;
- PA audio and visual messages;
- Inclusion on printed materials of the Department;
- Inclusion on Department maintained facility web-pages and social media;
- Inclusion on bulletin boards;

- Inclusion on information kiosks;
- Inclusion on pavers or other similar permanent fixtures;
- TV Shows;
- Inclusion in or on a facility or service marketing and promotional materials, items, and messages (including electronic messages, new media and other forms of communication that may arise in the future).

### **Permissible Recognition Messages**

Sponsorship recognition messages may identify the sponsor or product, including the use of sponsor or product logos and marks, but should not promote or endorse the sponsor or its products or services. Except as otherwise permitted herein, statements that advocate, contain price information or an indication of associated savings or value, request a response, or contain comparative or qualitative descriptions of products, services, or organizations will not be accepted.

Other proposed forms of sponsorship recognition messages, other signage and other visible advertising will be considered on a case by case basis, consistent with this policy.

### **Facilities and Services for which Sponsorship is Prohibited**

- Naming of facilities already named must be reviewed and approved by the City Council/Park Commission.

### **Other Potentially Acceptable Sponsor Opportunities**

Potential sponsor opportunities that are more interactive than the permissible recognition messages described above may also be permissible for certain facilities or services under this policy. These include, but are not limited to:

- Give away items, coupons, or other sponsor related marketing materials;
- Event booth space;
- Contests, drawings or other activities that request a response.

### **Sponsorship Agreement**

Upon approval of an offer of sponsorship, the sponsor and Department shall enter into a Sponsorship Agreement. A standard procedure should set forth a standard form and other matters related to sponsorship, such as a rate chart, payment terms, 'sponsorship activation' checklist and schedule.

The Department will not make any statements that directly or indirectly advocate or endorse a sponsor, their products, or services.

No materials or communications, including, but not limited to print, video, internet, broadcast, or display items developed to promote or communicate the sponsorship using Department's name, marks, or logo, may be issued without written approval from the Department Director or designee(s).

### **Appeal Process**

A Level 3 offer of sponsorship that is denied by a department staff, or their designee, may be appealed to the Director. A Level 2 offer of sponsorship that is denied by the Director, or their designee, may be appealed to the City Council/Park Commission. The City Council/Park Commission's decision shall be final.



# Bird City Wisconsin

*Making our communities healthy for birds ... and people*

4230 N. Oakland Ave., No. 219

Shorewood, WI 53211



March 15, 2021

Susan Haug  
Wausau Bird Club  
R13775 River Rd  
Ringle, WI 54471

Dear Sara:

Thank you for renewing your community's status as a Bird City in 2021. I'm happy to let you know that the **City of Wausau** has achieved **High Flyer** status in the Bird City Wisconsin program once again this year. **Congratulations!**

More than 100 Bird City communities are at the forefront of efforts to forge a statewide coalition of citizens and public officials who recognize that birds are more than beautiful – they are significant. Bird City communities go above and beyond in their conservation and education actions, and we appreciate not only all that you do to green your community but also all of your efforts to demonstrate your community's actions to us during the renewal process. **Thank you!**

We especially appreciate your efforts to help your neighbors enjoy and appreciate birds last year, when COVID-19 shuttered so many businesses, upset daily life in our communities, and touched the lives of so many loved ones. It was a terrible year, there's no two ways about it. But it was also an inspiring year.

Faced with health concerns and safer-at-home restrictions, Bird City communities held virtual **World Migratory Bird Day** celebrations or shifted the focus from community to backyard or family events. Equally exciting, through backyard birding, birding relays, virtual birding, and solo birding, many of you helped the statewide **Great Wisconsin Birdathon** raise a record-breaking amount for priority bird-conservation projects. Despite the pandemic. **Thank you again!**

We look forward to learning how you celebrate World Migratory Bird Day this year — we hope it (and so much else) is in person! — and we can't wait to hear about your efforts to make the 2021 birdathon just as successful. You will be able to read about both in our free monthly newsletter. You can sign up to receive it on our website. (Please encourage other members of your team to sign up, too.) Back issues are available at [birdcitywisconsin.org/resources/newsletters](https://birdcitywisconsin.org/resources/newsletters).

We encourage you to **share news of your renewal with local media**. To make your job easier, we've included some general text about the program on the next page. Feel free to use the Bird City Wisconsin logo to promote your community – and let us know if you would like a digital copy. And don't forget, on our website you'll find Bird City flags, signs, hats, and t-shirts to help you increase visibility leading to public recognition for your accomplishments.

As always, feel free to contact us at [director@birdcitywisconsin.org](mailto:director@birdcitywisconsin.org) for more information.

Sincerely,

Charles Hagner  
Director, Bird City Wisconsin  
<https://birdcitywisconsin.org>