



Board of Park Commissioners

335 South Broadway

De Pere, WI 54115

<http://www.de-pere.org>

Regular Meeting

Agenda

Thursday, December 19, 2013

6:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a Regular Meeting of the **Board of Park Commissioners** of the City of De Pere will be held on **December 19, 2013** at **6:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115**.

I. Call to Order

1. Roll Call

II. Action Items

1. Acceptance of Board of Park Commissioners Minutes 11-21-13
2. Approve grant application to WDNR for Voyageur Dock repairs.
3. Approval of funding to install web cameras at Riverwalk and Wildlife Viewing Pier.
4. Approval of ADRC Contract

III. Public Comment Period

IV. Future Agenda Items

V. Staff Updates

1. 2013 Donation Listing
2. Facility Payment Research
3. Little Library Donation \$100

VI. Adjournment

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, the previous day so that arrangements can be made.

Agenda Sent To:

Committee Members

Alderspersons

Mayor Michael J. Walsh

Larry Delo, City Administrator

Judy Schmidt-Lehman, City Attorney

Allyson Watson, Definitely De Pere

Marty Kosobucki

Staff Members

Henry Kneisel, Teen Advisor

De Pere Rapides Soccer

Ben Villarruel, Unified School District

Aging and Disability Resource Center

De Pere Youth Hockey

Tod Maki, De Pere Select Soccer

Shana Defnet, City Clerk

City Hall 1st and 2nd Floor

De Pere Area Chamber of Commerce

Brown County Library De Pere

TV & Radio Stations

Abbey Barnes, Teen Advisor

De Pere Baseball

John Zegers, West De Pere School District

Wisconsin DNR

Notice is hereby given that a majority of the Members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject(s) over which they have decision making responsibility.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: December 19, 2013

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Acceptance of Board of Park Commissioners Minutes 11-21-13

ATTACHMENTS:

- Minutes 11-21-13 (DOC)



Board of Park Commissioners

335 South Broadway

De Pere, WI 54115

<http://www.de-pere.org>

Regular Meeting

Draft Minutes

Thursday, November 21, 2013

6:30 PM

De Pere City Hall Council Chambers

I. Call to Order

The meeting was called to order at 6:30 PM by Board Member Bill Volpano

Attendee Name	Title	Status	Arrived
Sue Schinkten	Board Member	Present	
Bill Volpano	Board Member	Present	
George Brown	Board Member	Excused	
Michael Donovan	Aldersperson	Present	
Rod Kowalczyk	Board Member	Present	
Larry Lueck	Aldersperson	Excused	
Lisa Rafferty	Aldersperson	Present	

Teen Advisor Members Abbey Barnes and Henry Kneiszel were also present.

II. Action Items

1. Acceptance of Board of Park Commissioners Minutes 10-17-13

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael Donovan, Aldersperson
SECONDER: Rod Kowalczyk, Board Member
AYES: Schinkten, Volpano, Donovan, Kowalczyk, Rafferty
EXCUSED: George Brown, Larry Lueck

2. Review and Approve Community Center 3rd Quarter Report

RESULT: ADOPTED [UNANIMOUS]
MOVER: Sue Schinkten, Board Member
SECONDER: Lisa Rafferty, Aldersperson
AYES: Schinkten, Volpano, Donovan, Kowalczyk, Rafferty
EXCUSED: George Brown, Larry Lueck

3. Review and Approve Brown County Ice Management First Quarter Report

RESULT: ADOPTED [UNANIMOUS]
MOVER: Rod Kowalczyk, Board Member
SECONDER: Sue Schinkten, Board Member
AYES: Schinkten, Volpano, Donovan, Kowalczyk, Rafferty
EXCUSED: George Brown, Larry Lueck

4. Approval to accept \$500 donation from De Pere Christian Outreach to Recreation Scholarship Fund

RESULT: ADOPTED [UNANIMOUS]
MOVER: Lisa Rafferty, Aldersperson
SECONDER: Sue Schinkten, Board Member
AYES: Schinkten, Volpano, Donovan, Kowalczyk, Rafferty
EXCUSED: George Brown, Larry Lueck

5. Approval for Revisions to Recruitment & Retention Plan for Seasonal Employees Marty Kosobucki reviewed the revisions to the Recruitment and Retention Plan for

Attachment: Minutes 11-21-13 (1718 : Acceptance of Board of Park Commissioners Minutes 11-21-13)

Seasonal Employees. He stated the highlighted areas indicate the changes to the plan. It was also noted the date on page #2 needed to be changed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Schinkten, Board Member
SECONDER:	Rod Kowalczyk, Board Member
AYES:	Schinkten, Volpano, Donovan, Kowalczyk, Rafferty
EXCUSED:	George Brown, Larry Lueck

6. Request from Keith Summers to split payment for Community Center Rental. Mike Donovan made a motion to open the meeting at 6:38 p.m., seconded by Sue Schinkten.

Keith Summers from the Hamm radio group spoke with the board about split payments for the event he is holding in July of 2014.

Keith took questions from the board in reference to the event and his reasons for wanting the split payments.

Marty Kosobucki stated currently the split payment process is not in the contract.

Mike Donovan made a motion to close the meeting at 6:54 p.m., seconded by Rod Kowalczyk.

The board had more discussion about the request.

Rod Kowalczyk made a motion to open the meeting at 7:00 p.m., seconded by Sue Schinkten.

The board questioned Keith about the profit for the event.

Rod Kowalczyk made a motion to close the meeting at 7:03 p.m., seconded by Sue Schinkten.

Sue Schinkten made a motion to deny the request for Keith Summers to split the payment for Community Center rental, seconded by Mike Donovan. Motion passed.

The board asked Marty to go back to staff and review the policy for changes. Marty stated he would bring a recommendation at a future meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Schinkten, Board Member
SECONDER:	Michael Donovan, Alderperson
AYES:	Schinkten, Volpano, Donovan, Kowalczyk, Rafferty
EXCUSED:	George Brown, Larry Lueck

III. Public Comment Period

None

IV. Future Agenda Items

Revisions to Community Center Rental Policy.

V. Staff Updates

A. Riverwalk

Marty Kosobucki stated the camera system they were looking at is too expensive. Marty is looking at other possibilities and will bring the information back to the board in the future.

B. Southwest Park Development

Marty Kosobucki reported the rain we received stopped the contractors from working. Marty stated there was standing water in the parking lot. The ball Diamond infield mix was delivered. The truck sunk in the mud and delayed the delivery.

C. Preserve Trail

Marty Kosobucki reported the trail was going well but the weather has stalled the completion. The trail is already completed to Foth and VanDyke.

D. Frisbee Golf Course

Marty Kosobucki reported the council approved the Golf course without much debate. The plans are already in progress. Marty has met with Jim Kneizel and Rob Brennan.

E. Master Plans

The Dog Park and Optimist Park master plan has come to a halt. Optimist has been delayed because of water issues. Engineering is looking into the issues and will report them to Marty. The Dog Park has been delayed because of problems with the wetland. Engineering is looking into the issue and will report them to Marty.

VI. Adjournment

Sue Schinkten made a motion to close the meeting at 7:13 p.m., seconded by Rod Kowalczyk.

Respectfully submitted,
Debbie Zierson

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: December 19, 2013

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approve grant application to WDNR for Voyageur Dock repairs.

The Wisconsin Department of Natural Resources has a grant program through the Waterways Commission that allows us to apply for funding to assist in refurbishing docks and/or boat launches. We would like to leverage our \$5000 that has been approved in the 2014 budget to try and get additional funding for repairing our docks at Voyageur Park. We are hopeful that with the grant we can refurbish all the Finger Points. Prior to submitting for the grant we need approval from the Park Board and City Council.

Staff Recommendation: Approve grant application and forward to City Council.

ATTACHMENTS:

- 20131114144705666 (PDF)
- Resolution.dock grant (DOCX)

Resolution # _____

Development of Recreational Boating Facilities:

Resolution of _____ (project name)

WHEREAS, _____ County hereby requests assistance for the purpose of
developing recreational boating facilities at _____ (project site).

THEREFORE BE IT RESOLVED, that _____ County has budgeted a sum sufficient
to complete the project and;

HEREBY AUTHORIZES _____ (authorized representative) to act

on behalf of _____ County to:

Submit an application to the Wisconsin Waterways Commission for financial
assistance;
Sign documents; and
Take necessary action to undertake, direct and complete the approved project

BE IT FURTHER RESOLVED that _____ County will comply with state and federal rules for the programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the public during reasonable hours consistent with the type of facility; and will obtain in writing from the Wisconsin Waterways Commission before any change is made in the use of the project site.

Adopted this day _____ of _____, 20____

BY: _____
Name of authorized representative

Financial Assistance Application

Form 8700-121 (R 12/07)

Page 1 of 2

Notice: This form is authorized under s. 30.92, Wis. Stats. You must complete this form in order to apply for or receive financial assistance from the Department of Natural Resources. Failure to complete this form will result in denial of financial assistance. Personally identifiable information on this form is not intended to be used for any other purpose.

1. Complete the suggested resolution on the reverse side, or submit a resolution conforming to the appropriate section of ch. NR 7, Wis. Adm. Code.
2. Submit 2 copies of all forms and attachments. See reverse side for necessary attachments.
3. Mail application to the appropriate DNR regional office (address on page 2).

Date Prepared

Leave Blank - DNR Use Only

Received

Project Number

Acknowledged

Type of Project

- ☐ Feasibility Study ☐ Development Project ☐ Channel Dredging ☐ Aids to Navigation and Regulatory Markers
☐ Weed Harvesting Equipment ☐ EWM Treatment ☐ Trash Skimmer

Applicant Information

Applicant/Organization Name		Check Recipient: Individual <u>other</u> than authorized individual to act on behalf of the applicant. Provide check recipient information below:	
Authorized Individual Name	Title	Check Recipient Name: (Name to Appear on Check)	
Address		Address	
City, State, ZIP Code		City, State, ZIP Code	
Telephone Number ()		E-Mail Address	

Project Information

Project Title

For a feasibility study, development or channel dredging project, list proposed work items with schedule for completion.

Summarize number and type of navigational or regulatory markers.

List the pieces of weed harvesting equipment, and specify how they are to be utilized and maintained.

Required Attachments

- Proof of project's feasibility for development or channel dredging projects.
- Plans for the development of launching ramps that indicate percentage slope of the ramp and the width of the existing or proposed boarding dock.
- List all sources of sponsor match. Note other sources of any donation or in-kind costs.

Estimated Costs		Leave Blank - DNR Use Only	
		Eligible Costs	
State Share		State Share	
Applicant's Share		Applicant's Share	
Total		Total	

☐ Check here if the applicant conducts a boating safety enforcement and education program approved by the Department.

☐ Check here if applicant is requesting cost sharing under NR 7.088, projects of regional or statewide significance.

List any other state or federal aid, grant or loan program that have been, are, or may be involved in this project. If none, check here ☐

As the applicant's authorized official, I certify that to the best of my knowledge, the information in this application is true and correct.

Typed Name of Authorized Official

Signature of Authorized Official

Waterways Application Attachments**Feasibility Study:**

- A. Governmental unit or qualified lake association resolution authorizing participation (sample below).
- B. List of tasks to be accomplished and the cost of each. Tasks should be arranged under the following headings:
 - 1. Economic Analysis; 2. Environmental Analysis; 3. Engineering Analysis.

Development:

- A. Governmental unit or qualified lake association resolution requesting financial assistance and authorizing participation (sample below).
- B. Statement of feasibility of the project covering economic, environmental and engineering aspects.
- C. Cost estimate worksheet (Form 8700-14).
- D. Preliminary site plans.
- E. Construction plans of structures to be built.
- F. Copy of permit.

Channel Dredging:

- A. Governmental unit or qualified lake association resolution requesting financial assistance and authorizing participation (sample below).
- B. Statement of feasibility of the project covering economic, environmental and engineering aspects.
- C. Cost estimate worksheet (Form 8700-14).
- D. Preliminary engineering plans.
- E. Copy of permit (if applicable).

Navigational or Regulatory Markers:

Copy of waterway placement permit indicating buoys or markers requested.

Weed Harvesting Equipment:

- A. Copy of approved weed harvesting management plan.
- B. Cost estimate worksheet (form 8700-14).
- C. Governmental unit or qualified lake association resolution requesting financial assistance and authorizing participation (sample below).

Chemical Treatment of Eurasian Water Milfoil (EWM):

Copy of chemical treatment permit.

Trash Skimmer: Cost Estimate Worksheet (form 8700-014)**Sample Resolution**

WHEREAS, _____ hereby requests assistance for purpose of ☐ performing a feasibility study for ☐ developing recreational boating facilities ☐ acquiring weed harvesting equipment ☐ dredging a channel for recreation boating ☐ acquiring aids to navigation or regulatory markers as described in the application ☐ acquiring trash skimming equipment ☐ chemical treatment for EWM

THEREFORE, BE IT RESOLVED, that _____ has budgeted a sum sufficient to complete the study, project, or acquisition and

HEREBY AUTHORIZES _____, _____, to act on behalf of _____ to:

- Submit an application to the Wisconsin Waterways Commission for financial assistance;
- Sign documents; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that _____ will comply with state and federal rules for the programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain approval in writing from the Wisconsin Waterways Commission before any change is made in the use of the project site (if applicable).

Adopted this _____ day of _____, 20____.

I hereby certify that the foregoing resolution was duly adopted by _____ at a legal meeting on the _____ day of _____, 20____.

Authorized Signature _____
Title _____

Department of Natural Resources Regional Offices**Northern Region**

810 Maple Street
Spooner, WI 54801
(715) 635-4159

OR

107 Sutliff
Rhineland, WI 54501
(715) 365-8928

Northeast Region

2984 Shawano Avenue
PO Box 10448
Green Bay, WI 54307-0448
(920) 662-5121

Southeast Region

2300 N. Dr. Martin Luther King Jr. Drive
Milwaukee, WI 53212
(414) 263-8610

South Central Region

3911 Fish Hatchery Road
Fitchburg, WI 53711
(608) 275-3265

West Central Region

1300 W. Clairemont Avenue
Eau Claire, WI 54702
(715) 839-3713

WHEREAS, the City of De Pere requests assistance for the purpose of developing recreational boating facilities;

WHEREAS, the City plans to start refurbishing the docks at Voyageur Park;

THEREFORE, BE IT RESOLVED, that the City of De Pere has budgeted a sum sufficient to complete the project and HEREBY AUTHORIZES the Director of Parks, Recreation and Forestry to act on behalf of the City to:

- Submit an application to the Wisconsin Waterways Commission for financial assistance;
- Sign documents; and
- Take necessary action to undertake, direct and complete the project.

BE IT FURTHER RESOLVED that the City of De Pere will comply with state and federal rules for the programs; may perform force account work; will maintain the completed project in an attractive manner, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain approval in writing from the Wisconsin Waterways Commission before any change is made in the use of the project site (if applicable).

Adopted this _____ day of _____, 2013.

I hereby certify that the foregoing resolution was duly adopted by the De Pere City Council at a legal meeting on the _____ day of _____, 2013.

Authorized Signature: _____

Title: _____

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: December 19, 2013

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approval of funding to install web cameras at Riverwalk and Wildlife Viewing Pier.

Staff has generated a proposal to consider funding web cams on the Riverwalk and Wildlife Viewing Pier. See attached summary and information.

Staff Recommendation: Install two web cams for the Riverwalk at a cost of approximately \$3,000.

ATTACHMENTS:

- Riverwalk Security Camera summary (DOCX)
- Riverwalk Aerial View (JPG)
- light pole 3 (JPG)

Riverwalk Security/Web Camera Summary

As part of the Riverwalk Project, we have been investigating options for placing security and/or web cameras on sight to help with safety as well as marketing of the facility. At this time, I do not believe placing “security” type of cameras will be financially responsible.

Summary:

Staff met with several companies to research the ability to install “security” type of cameras on site at the Riverwalk. During the consultations with companies, it was apparent because internet was not available or fiber available on site, it would cause some difficulties in creating a cost effective security system. Estimates ranged from \$30,000 to \$80,000 to install cameras for security purposes. On top of this cost, the City would also need to include how to get internet service on site which could cost an additional \$5,000-\$20,000.

Staff then researched options with assistance from St. Norbert Information Technology and Security staffs. Similar information was provided, in that it would be difficult to develop a cost effective security system because of the situation. St. Norbert staff felt that web cams at different locations could provide a cost effective start.

Staff met with the City’s IT Director to investigate costs of implementing web cams, versus camera’s for security purposes. It is recommended by the IT Director, considering the variables, that we pursue wireless web cameras. A drawback with wireless web cameras, is that you must pay for a monthly service to maintain the camera. However, a positive to this option is that we do not have to consider or deal with the problem of running fiber/internet service on site. The cost to do a wireless web camera is approximately \$500 with a \$50/month service charge.

When considering the best option to pursue, I have included/listed some variables to consider;

- Placing any permanent structure on the physical island will require us to obtain permission from the Navigation Authority as well as the State Historical Preservation Office. This could be a very time consuming process.
- Placing something on the Viewing Pier or Fishing Dock would not require permission.
- There currently is no internet connection available on site. Our options include running fiber in ourselves, contract a company for internet service to include running infrastructure to the island, or go wireless.
- Web cameras and Security cameras are able to be manipulated via zoom and panning by staff.
- Funding of this project would be through the current De Pere Riverwalk and Wildlife Viewing Pier project.

I have summarized the various options below.

Option	Equipment/Installation	Monthly/Yearly Cost	Benefits/Drawbacks
City Hosted Security Camera System	\$35,000 - \$100,000	Normal annual maintenance if Fiber is installed by City Monthly internet	Benefits: - Would have recorded security video - Could also incorporate web cameras

		service if fiber is not installed by City.	Drawbacks: - Cost - Obstacles in installation
Wireless Security Camera	\$1300/camera (does not include installation, or DVR equipment)	\$50/month per camera (estimate)	Benefits: - Would have recorded security video Drawbacks: - Monthly cost per camera - Susceptible to connection problems via wireless service. - Distance would prevent cameras from getting quality images that would be beneficial in security issues.
Wireless Web Camera	\$500/camera (does not include installation)	\$50/month per camera (estimate)	Benefits: - Cost (would not be a large investment in starting out) Drawbacks: - Would not have saved video for security purposes. - Susceptible to connection problems via wireless connection.

Staff Recommendation:

Purchase two wireless “web cameras” and year-long subscription at a cost of \$3000. The first camera would be proposed to be placed on Light Pole 3 of the Claude Allouez Bridge as a wide panning shot of the entire facility. (See included photo from Light Pole 3) The second camera would be placed on the light pole at the end of the viewing pier. I believe this gives us the luxury of zooming in various elements of the facility (ie. Fishing dock, shoreline, Eagle’s ledge, etc...) It is likely this would not give a good close up of fish activity by the spillway (walleye and sturgeon), but would show a few tails of sturgeon and people viewing. A second option would be to place underneath the viewing pier’s first section, facing the area where all the fish come to spawn. This would provide a better “close up” of the fish, however would not be as versatile in viewing other areas.



Attachment: Riverwalk Aerial View (1673 : Approval of funding to install web cameras at Riverwalk and Wildlife Viewing Pier)



Restricted
Keep Back
500 Feet

11.14.2013 13:54

Attachment: light pole 3 (1673 : Approval of funding to install web cameras at Riverwalk and Wildlife Viewing Pier)

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: December 19, 2013

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Approval of ADRC Contract

Staff is requesting approval for the newly revised contract with the Aging and Disability Resource Center. Our current agreement was outdated, thus it was in the best interest of both parties to update the agreement, which covers duties and responsibilities associated with administering the nutrition program as well as the rental obligations and reimbursement by the ADRC for half of the Senior Program Coordinator's salary and benefits. The contract has been reviewed by the City Attorney and approved by the Corporate Counsel of the ADRC.

Thank you for your time and consideration.

ATTACHMENTS:

- 2014 ADRC -DePere Contract Final (PDF)

___ Agency Copy

___ Provider Copy

**2014 AGREEMENT BETWEEN
AGING & DISABILITY RESOURCE CENTER OF BROWN COUNTY, INC.
AND
CITY OF DE PERE**

This Agreement is made and entered into this 1st day of January 2014 by and between the Aging & Disability Resource Center of Brown County, Inc. ("ADRC"), a private, non-profit corporation organized and existing under the laws of the State of Wisconsin, with its principal place of business located at 300 South Adams Street in Green Bay, Wisconsin 54301 and the City Of De Pere ("City"), a Wisconsin municipality in Brown County with its office located at the De Pere Community Center, 600 Grant Street, in De Pere, Wisconsin 54115.

WHEREAS, the ADRC administers the Nutrition Program for residents of Brown County who are 60 years of age or older under the regulations of the Older Americans Act, 45 CFR Part 1321, and other similar programs for older adults, adults with disabilities and their caregivers ("Services"), within Brown County; and

WHEREAS, the City, is committed to providing said Services to its older citizens.

NOW, THEREFORE, upon consideration of the mutual promises and covenants contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **TERM OF AGREEMENT:** It is agreed among the parties that this Agreement shall become effective January 1, 2014 and shall expire on December 31, 2014 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for consecutive terms of one year ("Renewal Term(s)") unless either party: (1) notifies the other of its intent to not renew by October 1st of the initial Term year; (2) notifies the other of its intent to not renew by October 1st of any Renewal Term year thereafter; or (3) terminates this Agreement as otherwise provided for herein..
2. **ADRC'S DUTIES AND RESPONSIBILITIES:** It is agreed among the parties that the ADRC's duties, responsibilities and obligations hereunder are as follows:
 - A. Make payments to the City on a quarterly basis per the amounts noted in Appendix A for the following Services that it provides in accordance with the terms and conditions of this Agreement:
 - i. Rental of the Facility to host the ADRC Nutrition Program located at 600 Grant Street in De Pere, Wisconsin ("Facility"). If the City decides to increase the Facility's rent, it shall notify the ADRC of the same, in writing, on or before April 30th of the Initial Term or the then existing Renewal Term, the anticipated increase to commence on day one of the succeeding Renewal Term. Should the ADRC determine, in its sole discretion, that its funding is insufficient to cover the anticipated increase in rental of the Facility or disagree with the proposed increase amount, either party may terminate or not renew this Agreement as provided for herein;
 - ii. Salary and benefits of up to 50% for the City's Senior Program Coordinator ("Coordinator") who manages the nutrition site. The City shall notify the ADRC, in writing, on or before April 30th of the Initial Term and each Renewal Term thereafter

Attachment: 2014 ADRC - DePere Contract Final (1714 : Approval of ADRC Contract)

of the Coordinator's anticipated salary and benefit amount for the upcoming Renewal Term year. Should the ADRC determine, in its sole discretion, that its funding is insufficient to cover said anticipated salary and benefits or disagree with the proposed salary and benefit amount, either party may terminate or not renew this Agreement as provided for herein.

- B. Provide training and support to the City's Senior Program Coordinator designated to manage the Nutrition Program.
 - C. Provide the disposable supplies, heated delivery bags and on-site kitchen warming units for the Nutrition Program. Provide repairs or replacement of such items when deemed necessary.
3. **CITY'S DUTIES AND RESPONSIBILITIES:** It is agreed among the parties that the City's duties, responsibilities and obligations hereunder are as follows:
- A. Provide an adequate Facility for purposes of operating a Nutrition Program that complies with all applicable federal, state and local standards and regulations.
 - B. Appoint and employ, as a City and not an ADRC employee, a .5 FTE (20 hours per week) staff person responsible for managing the Nutrition Program at the Facility. Said management of the Nutrition Program shall include the duty to:
 - i. Organize, supervise, coordinate and monitor the operations of the Nutrition Program at the Facility;
 - ii. Ensure the Facility is welcoming and supportive of consumers;
 - iii. Ensure the packaging and distribution of homebound meals;
 - iv. Ensure food handling and service meets the *ServSafe* guidelines;
 - v. Recruit and supervise volunteers to assist at the Facility's dining site and in the delivery of homebound meals;
 - vi. Ensure that dining participants have the opportunity to contribute and that contributions are handled according to federal, state and agency policies (see Appendix C);
 - vii. Plan and organize socialization and other activities at the Facility's dining site;
 - viii. Ensure confidentiality of consumer information and records pursuant to governing law, including but not limited to HIPAA, HITECH and any applicable state privacy laws;
 - ix. Ensure that nutrition education is provided at the Facility's dining site;
 - x. Post consumer policies as applicable and provided by the ADRC;
 - xi. Maintain accurate participation records and other Nutrition Program documentation;
 - xii. Submit reports in a timely manner; and
 - xiii. Participate in the Quarterly Nutrition Unit Meeting of the ADRC.
 - C. Provide an adequate and sufficient number of tables, chairs and serving facilities for the Nutrition Program.
 - D. Provide access and use of a telephone, fax, computer and internet.

- E. Provide access to an area served by water.
 - F. To the greatest extent feasible, provide snow removal and salting prior to 9:00 AM.
 - G. Provide an adequate storage area for supplies.
 - H. Agree to meet state and federal service standards as expressed by state and federal laws applicable to the Services covered by this Agreement.
 - I. Agree to promptly notify the ADRC whenever it is unable to comply with applicable state and federal laws.
 - J. Furnish the ADRC with certificates of insurance to demonstrate that it has procured the required insurance.
4. **AGENTS, EMPLOYEES AND REPRESENTATIVES OF ONE PARTY NOT AGENTS OR EMPLOYEES OF OTHER PARTY:** The parties to this Agreement specifically intend, agree and understand that no relation of employer-employee is created by this Agreement. No agent, employee, representative or contractor of the one party shall be or shall be deemed to be the agent, employee, representative or contractor of another party hereto.
5. See Appendices A-1 and A-2 for Indemnity and Insurance Requirements.
6. **AMENDMENT, ASSIGNMENT:** This Agreement may be amended from time to time upon mutual written agreement of the parties hereto and as may be required by applicable state and federal agencies and regulations.
- No party hereto shall have the right to assign this Agreement or any part hereof to any person, firm or corporation, without the written consent of the other parties, which written consent may not be arbitrarily withheld.
7. **TERMINATION:** This Agreement may be terminated during its Initial Term or during any Renewal Term thereafter by the mutual consent of the parties hereto. Alternatively, any party may terminate and cancel this Agreement during its Initial Term or during any Renewal Term thereafter by giving sixty (60) days written notice to the other parties of such termination and cancellation. In addition, any party may terminate and cancel this Agreement, if the other party fails to comply with the terms and conditions of this Agreement, by giving fifteen (15) days written notice to the other parties of such default.
8. **FORCE MAJEURE:** If the performance of any part of this Agreement is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, notice shall be given as soon as practicable to the other party indicating the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of said notice of the Force Majeure Event, this Agreement may be terminated by giving written notice.
9. **NOTICE:** Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested and addressed to the appropriate party as follows:

CITY OF DEPERE at:
 Paula Rahn
 Community Center Manager
 600 Grant Street
 DePere, WI 54115
prahn@mail.de-pere.org
 (920) 339-2471

ADRC at:
 Christel Giesen
 300 South Adams Street
 Green Bay, WI 54305-3600
Giesen_cd@co.brown.wi.us
 (920) 448-4297

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" or Email and deemed delivered upon receipt by the addressee. Either party may change the above contact information by giving the other party notice of the same at any time.

10. **VENUE AND APPLICABLE LAW:** Any lawsuits related to or arising out of disputes under this Agreement shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the ADRC and City shall submit to the jurisdiction of the Circuit Court for such lawsuits. In all respects, this Agreement and any disputes arising under it shall be governed by the laws of the State of Wisconsin.
11. **CONFLICT OF INTEREST:**
 - A. **Interest in Agreement** - No officer, employee or agent of the ADRC who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect in this Agreement.
 - B. **Interest of Other Local Public Officials** - No member of the governing body of the ADRC, who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.
 - C. **Interest of Corporation and Employees** - If the City is aware or becomes aware that any person described in Sections 10, A. or B. of this Agreement has any personal financial interest, direct or indirect, in this Agreement, the City shall immediately disclose such knowledge to the ADRC. The City further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The City further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed or subcontracted.
11. **SEVERABILITY:** The provisions of this Agreement are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Agreement.
12. **CONSTRUCTION:** All parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or

enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.

13. **SIGNATURE AUTHORITY:** The persons signing this Agreement warrant that they have been authorized to enter into this Agreement by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Agreement.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement among the ADRC and the City with respect to the subject matter hereof and there is no other or further written or oral understandings or agreements with respect hereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized representatives of the ADRC, Agent and Principal.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their respective duly authorized representatives on the date first above written.

CITY OF DEPERE

Date

AGING & DISABILITY RESOURCE CENTER
OF BROWN COUNTY, INC.

Tom Diedrick, Chairperson

Date

Devon Christianson, Director

Date

Attachment: 2014 ADRC - DePere Contract Final (1714 : Approval of ADRC Contract)

CITY OF DEPERE
LISTING OF APPENDICES

Appendix A	- Contract Amounts for 2014
Appendix B (1)	- Purchaser Indemnity and Insurance Requirements
Appendix B (2)	- Provider Insurance Certificate
Appendix C	- Nutrition Program Income Policy

Attachment: 2014 ADRC - DePere Contract Final (1714 : Approval of ADRC Contract)

**CITY OF DEPERE
APPENDIX A
Contract Awards for 2014**

1. Nutrition Program annual rent totaling \$2,580 to be paid on a quarterly basis of \$645 per quarter.
2. 50% of the Senior Program Coordinator's salary and benefits, not to exceed \$33,115.58 in 2014, payable to the City of De Pere on quarterly basis.

Attachment: 2014 ADRC - DePere Contract Final (1714 : Approval of ADRC Contract)

CITY OF DEPERE

APPENDIX B (1)
PROVIDER INDEMNITY AND INSURANCE REQUIREMENTS

Hold Harmless

Provider hereby agrees to release, indemnify, defend and hold harmless the Purchaser, 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 performance under this agreement by Provider, its officers, officials, employees, agent or assigns. The Purchaser does not waive, and specifically reserves its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Chapter 893, Wisconsin Statutes and related statutes.

Insurance Requirements

Provider shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder. Such insurance shall be provided by insurer(s) authorized to conduct business in the State of Wisconsin.

The Provider shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a representative of the Purchaser, nor shall the Provider allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a representative of the Purchaser.

Explanation of Insurance Requirements

The Purchaser shall maintain the following types of insurance in the amounts at least equal to those specified.

Worker's Compensation Insurance, in compliance with the laws of the State of Wisconsin and its statutory limits with Employer's Liability Insurance in an amount not less than \$100,000 per claimant.

General Liability Insurance, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence for general liability and an annual aggregate of \$2,000,000.

Automobile Liability Insurance, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence which includes all autos (owned, hired and non-owned).

Additional Insured

The Provider agrees that the General Liability and Automobile Liability insurance policies shall be endorsed to name the Purchaser as additional insured's as respects: liability arising out of activities performed by or on behalf of the provider: products and completed operations; premises owned, occupied or used; or automobiles owned, leased, hired or

borrowed. The coverage shall contain no special limitations on the scope of protection to the Purchaser.

Waiver of Subrogation

Insurers shall waive all subrogation rights against the Purchaser on all policies listed on the insurance certificate.

Cancellation Notice

The Purchaser will be given thirty (30) days notice in advance of cancellation, non-renewal, or material change in coverage.

Proof of Insurance

A valid Certificate of Insurance shall be issued to Purchaser prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon thirty (30) days prior written notice to the Purchaser.

The certificate of insurance will be delivered to the Purchaser prior to the execution of the contract.

The certificate holder shall be noted as:

Aging & Disability Resource Center of Brown County
300 S. Adams Street
Green Bay, WI 54301

CITY OF DEPERE

APPENDIX B (2)

PROVIDER INSURANCE CERTIFICATE

Provider – Please insert copy.

Attachment: 2014 ADRC - DePere Contract Final (1714 : Approval of ADRC Contract)

CITY OF DEPERE

APPENDIX C

NUTRITION PROGRAM INCOME POLICY

**Aging & Disability Resource Center
300 S. Adams Street
Checklist for Monetary Receipts and Deposits
DePere Dining Site**

Nutrition Donations Received at DePere Dining Site:

The DePere Dining Site has donation statements sent out monthly for their consumers but they also make bank deposits for any cash donations they receive from consumers at their site. The steps below should be followed and the nutrition site manager should also send the consumer's name and amount of donation to the main office for recording in Donation 2 data base – for consumer information only.

- Donations collected at all Dining Sites shall be counted and verified by two (2) persons.
- Record donations daily and have both persons sign the Form 554 Donation Verification – *Attachment A*.
- Stamp the back of the checks for Deposit Only.
- Fill out a two part bank deposit slip each day. List each check separately noting the name and the amount. Have two persons verify and initial the deposit slip that it is the same as the donation amount verified for that day. Record the deposit amount and date on Form 543 Deposit Record – *Attachment B*.
- Lock up donations, verification form and deposit record forms daily in designated secure location every day.
- Every Friday, take the deposit to Associated Bank. Have the teller validate one copy (yellow) of the deposit slip or collect the white deposit receipt ticket.
- Staple the Form 554 Donation Verification, the Form 543 Deposit Record and the yellow deposit slip validated by the bank (or bank receipts as proof of depositing) copies together and send them via interoffice mail with the nutrition caterer to the Nutrition Coordinator at the ADRC's main office with the other weekly paperwork.