



Board of Park Commissioners

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Agenda

Thursday, July 21, 2016

6:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Board of Park Commissioners** of the City of De Pere will be held on **July 21, 2016 at 6:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

This meeting can be viewed LIVE at www.depere.tv. This meeting is also rebroadcast on TW Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at www.depere.tv.

I. Call to Order

1. Roll Call

II. Action Items

1. Approve Board of Park Commissioners Meeting Minutes 6-16-16.
2. Zombie Run for Desert Veterans of Wisconsin
3. Waiver of Fees for MDA Muscle Walk in May of 2017.
4. Consider Contract Language Change for Fox River Boat Company.*
5. Approve donation from De Pere Baseball to improve Gandrud Field.*
6. Review and Approve Recreation Division 2016 2nd Quarter Report
7. Approval to Accept Donation from De Pere Kiwanis Club for the Youth Tennis Tournament.*
8. Discussion of Preliminary Aquatic Study from Vierbicher.

III. Public Comment Period

IV. Future Agenda Items

V. Staff Updates

1. Optimist Park Update.
2. VFW Pool Update.
3. Emerald Ash Borer Update.
4. Budget Update.
5. Park Name History.

Adjournments

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.

Committee Members
Alderspersons
Mayor Michael J. Walsh
Larry Delo, City Administrator
Judy Schmidt-Lehman, City Attorney
Definitely De Pere
Marty Kosobucki
John Zegers, WDP High School
District
De Pere Rapides Soccer
Rachel McMorrow, Teen Advisor
Fox River Boat Holding Company
Vierbicher, Dan Lindstrom

De Pere Youth Hockey
Tod Maki , De Pere Select Soccer
Shana Ledvina, City Clerk
City Hall 1st and 2nd Floor
De Pere Area Chamber of Commerce
Brown County Library De Pere
TV & Radio Stations
Ben Villaruel, Unified School District

De Pere Baseball
Heather Buchberger, MDA
Desert Veterans of Wisconsin
De Pere Kiwanis

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: July 21, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approve Board of Park Commissioners Meeting Minutes 6-16-16.

ATTACHMENTS:

- Draft Minutes 6-16-16(PDF)



Board of Park Commissioners

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Draft Minutes

Thursday, June 16, 2016

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
Michael Donovan	Aldersperson	Present	
Larry Lueck	Aldersperson	Present	
Lisa Rafferty	Aldersperson	Present	
George Brown	Board Member	Excused	
Sue Schinkten	Board Member	Present	
Randy Soquet	Board Member	Excused	
Bill Volpano	Board Member	Present	
Krista Abrahamson	Teen Advisor	Present	
Rachel McMorrow	Teen Advisor	Present	

II. Action Items

1. Approve Board of Park Commissioners Meeting Minutes 5-19-16.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Sue Schinkten, Board Member
SECONDER: Michael Donovan, Aldersperson
AYES: Donovan, Lueck, Rafferty, Schinkten, Volpano
EXCUSED: George Brown, Randy Soquet

2. Approval of Wochinske Donation for Recreation Scholarship.*

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael Donovan, Aldersperson
SECONDER: Sue Schinkten, Board Member
AYES: Donovan, Lueck, Rafferty, Schinkten, Volpano
EXCUSED: George Brown, Randy Soquet

3. Approve grant application to WDNR for Fox Point Boat Launch renovation.*

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

4. Consider Optimist Playground Surface Project 16-12*

Attachment: Draft Minutes 6-16-16 (4943 : Approve Board of Park Commissioners Meeting Minutes 6-16-16.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lisa Rafferty, Alderperson
SECONDER:	Michael Donovan, Alderperson
AYES:	Donovan, Lueck, Rafferty, Schinkten, Volpano
EXCUSED:	George Brown, Randy Soquet

III. Public Comment Period

None

IV. Future Agenda Items

None

V. Staff Updates

1. Optimist Park Ball Diamond.

Don Melichar reported the work has started and will continue through the summer months.

2. Optimist Park Playground.

Don Melichar reported the Playground Build has been scheduled for July 13, 2016. The deconstruction of the old playground is scheduled for June 29, 2016.

3. Update on the Aquatic Pool Study.

Don Melichar stated there will be a report coming from Vierbicher at the July 2016 meeting.

4. Update on New Teen Advisor.

Don Melichar reported the new Teen Advisor paper work is on the Mayor's desk for appointment. The new Teen Advisor will possibly come to the July Park Board Meeting.

5. Presentation from Teen Advisor Krista Abrahamson.

Krista Abrahamson gave a presentation on her time with the Park Board. The Board thanked Krista for her service and wished her well in her upcoming school year.

VI. Adjournment

Sue Schinkten made a motion to adjourn the meeting at 6:40 p.m., seconded by Lisa Rafferty.

Respectfully submitted,
Debbie Zierson

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: July 21, 2016
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki
SUBJECT: Zombie Run for Desert Veterans of Wisconsin

Staff recommends approving this request.

ATTACHMENTS:

- 20160620154702048 (PDF)

**Desert Veterans of Wisconsin**

1253 Scheuring Road Suite 1A De Pere, WI 54115

June 8, 2016

City of De Pere
Board of Park Commissioners
925 S. Sixth Street
Green Bay, WI 54115

To the Board of Park Commissioners,

The Desert Veterans of Wisconsin are planning on putting on a Zombie Run, Friday, September 30th, 2016, at roughly 7:00 p.m., at the Brown County Fairgrounds. With an estimated run size of about 1,000, we are respectfully requesting to use the adjacent property owned by the City of De Pere for our run.

The majority of the usage will be for parking, but the run will be on part of your land as well. The run will incorporate the use of people dressed as zombies as well as other props to provide a thrilling run. But there will be no destructive measures used while on the property (i.e. mud or endurance run type of obstacles.)

We are looking forward to putting on this unique, one of a kind run in the area. We thank you for your time and look forward to your response on this request. I can be reached at mbonovetz@yahoo.com or 920-288-9189.

Sincerely,

Mark Bonovetz

Mark Bonovetz
Desert Veterans of Wisconsin

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: July 21, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Waiver of Fees for MDA Muscle Walk in May of 2017.

This event has two items that need Park Board consideration.

The first is to allow the event to reserve the park prior to our policy allows us to start taking reservation. Due to the size and nature of the event, I don't see an issue with allowing the reservation to occur.

The second item is to consider their request to waive the rental fee of Voyageur Park. While the program and its cause are truly admirable, staff would continue to recommend not waiving the fee to be consistent with how we handle other requests.

ATTACHMENTS:

- MDA Request(PDF)

Debbie Zierson

From: Heather Buchberger <HBuchberger@mdausa.org>
Sent: Thursday, June 09, 2016 1:40 PM
To: Debbie Zierson
Subject: MDA Muscle Walk-Park Rental

Hi Debbie,

Here is our description for our MDA Muscle Walk event that we would love to host at Voyager Park in May of 2017.

MDA Muscle Walk is a meaningful way for families, friends, neighbors and local businesses in the Green Bay area to come together and show support for area MDA families. This year's walk includes a 5K route designed for participants of all ages and abilities, including a wheelchair and equipment-friendly course.



Each day, everyday freedoms like walking, hugging and even breathing are taken away from kids and adults in our community with muscular dystrophy, ALS and related muscle-debilitating diseases. The Muscular Dystrophy Association works to help these families by funding groundbreaking research across diseases and empowering them with services and support. These efforts are made possible by fundraising events like the 2016 MDA Muscle Walk of Green Bay.

Details about our May 2016 event:

- Had it in downtown Green Bay on the CityDeck but we out grew that location
- We had 513 people attend our event
- We raised \$98,000!

What we envision for May 2017 event:

- To host it at Voyager Park in the "bowl" or large grass area (tentatively looking at Saturday, May 6th, 2017)
- Hopefully looking at having 550 people attend the event
- Hopefully to surpass \$100,000!!!

If we are allowed to host our event at Voyager Park we would gladly put a logo for the City of De Pere on the 2017 t-shirts that are given to anyone who raises \$100 or more!

I know you said that you don't normally book for 2017 till October but we need to be able to send "save the date" as soon as possible.

Let me know if you need any other information! Thank you so much Debbie!

Heather Buchberger

Fundraising Coordinator
Muscular Dystrophy Association
2625 Development Dr., Suite 10
Green Bay, WI 54311
o: 920-499-4571 – f: 920-499-4942

Follow us online: mda.org • [@MDAnews](https://twitter.com/MDAnews) • facebook.com/MDAGreenbay



**Fee Waiver Request Form
Board of Park Commissioners
City of De Pere**

Organization Name:	MDA
Address:	2625 Development Dr. Suite 10, Green Bay, Wisconsin 54311
Phone:	920-499-4571
Contact Name:	Heather Buchberger
Address:	SAA
Phone	SAA
E-mail:	HBuchberger@mdausa.org

Non-profit status/number: _____

Event Description (Please include the following: general purpose of the event, audience description, attendance projection, activities during the event, live music, etc...)

The event is a fundraising event for the Muscular Dystrophy Association. The event in 2017 will include a 5K route designed for participants of all ages and abilities, including a wheelchair and equipment friendly course. The possible amount of participants is 550.

Event Logistics (Please describe various needs of the event: parking (how much), tents, lighting, stage, garbage, bathrooms, etc...)

The event will need parking, bathrooms, garbage pickup, etc.

What percentage of De Pere Residents are involved with your organization? 50%

What percentage of your attendance will come from the City of De Pere? 50%

Where to proceeds go from the event? To help fund research for the MDA

Please explain the financial hardship the rental fee causes to the organization/event.

The MDA strives to make the event low cost for the participants. The MDA strives to make sure as much of the proceeds can be returned to the organization for funding of research.

Please describe the benefit this event will have for the City of De Pere.

The event will bring people to the City of De Pere to use other businesses and will bring positive advertisement to the city.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: July 21, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consider Contract Language Change for Fox River Boat Company.*

The Fox River Boat Holding Company (FRBHC) is requesting a minor change to the current agreement the City has with them as it relates to signage. The FRBHC is requesting greater flexibility in having signs posted in the park. Staff have reviewed the request and does not see any issues with it. Their request for new language is listed below.

City shall allow up to three (3) temporary A-frame type informational and directional signs within the Licensed Premises and/or James Street Parkway to direct people to the Boat boarding area and the available parking area. The signs shall be constructed of weather resistant material and shall not exceed 6 sq.ft. with placement of sign no higher than six feet in height. Further, such signs may be placed up to one hour prior to the first scheduled cruise of the day begins and shall be removed from the Parkway one hour after the last scheduled cruise of the day is concluded.

The change would replace the language in section III.(C) in the current agreement. I would recommend approving their request, however allow our City Attorney to review and alter the language as needed.

ATTACHMENTS:

- 2016 Fox River Boat Holding Co - License Agreement (PDF)

LICENSE AGREEMENT BETWEEN
THE CITY OF DE PERE AND
FOX RIVER BOAT HOLDING COMPANY, LLC

This License Agreement is made and entered into this 8 day of February, 2016, by and between the City of De Pere, a Wisconsin municipal corporation ("City" or "Licensor"), and Fox River Boat Holding Company, LLC, a Wisconsin Limited Liability Company ("Fox River Boat" or "Licensee").

I. LICENSE

- A. Licensed Premises. For and in consideration of the covenants, conditions and promises hereinafter contained, the City hereby agrees to license to Fox River Boat that part of the premises in the City of De Pere, Brown County, Wisconsin, more particularly described as:

That area comprised of a 6 ft. wide x 60 ft. long wharf area, together with access points thereto located on parts of Lots 3 and 4 Block 3, Original Plat of De Pere

as shown on the map attached and incorporated herein as Exhibit A.

B. Licensed Area.

1. Licensee accepts the Licensed Premises "as is" and acknowledges that it has inspected the Licensed Premises and determined that, once the improvements required under Paragraph II are installed, the Licensed Premises is suitable for Licensee's use. Licensee agrees it is not relying on any oral or written representations of City concerning the Licensed Premises, including but not limited to dimensions, soil conditions, environmental conditions (excluding pre-existing conditions) or uses by adjoining or third parties. No warranties or representations are given by City as to the condition of the Licensed Premises.
2. Licensee acknowledges that the Licensed Premises is at risk of flooding on an annual or more frequent basis and further acknowledges that the Licensed Premises has been designated by the State of Wisconsin and the United States governments as floodway, flood fringe or floodplain. These areas are subject to extensive rules and regulations related to use of the same which Licensee agrees to fully comply with during the License term and any renewal thereof.

C. Allowed Operations and Uses

1. Licensor hereby grants to Licensee an exclusive License to use the Licensed Premises for the docking and operation of a seasonal excursion and tour boat ("Boat" or "Vessel") during May 1 – October 31 (the "Operational Period") of

each year of this Agreement. Food and beverage catering and sale are permitted on the Boat. The sale of alcohol beverages is permitted on the Boat only with proper licensing from the State of Wisconsin.

2. No gasoline shall be allowed or stored on the Licensed Premises. Licensee shall not refuel the Boat on the Licensed Premises.
3. Licensee shall identify any hazardous, flammable, toxic or combustible materials or substances used in its operations and shall provide Licensors with any Material Safety Data Sheets applicable thereto.
4. Licensee shall keep and maintain the Licensed Premises in good, clean and sanitary condition. All garbage, refuse, and recyclables shall be stored on the Boat or removed from the Licensed Premises and deposited in refuse collection devices in accordance with all City and state laws and regulations. If Licensee desires City pick-up of garbage and recyclables, Licensee shall purchase City containers for the same and place them in an approved location in Voyager Park for pick-up on the designated collection day.
5. Licensee shall remove and store all temporary directional signage allowed upon the Licensed Premises as required under paragraph III.C. below.
6. Licensee shall not use the Licensed Premises to remove the Vessel from the water.

II. LICENSEE OBLIGATIONS

- A. Licensee shall donate all materials, labor costs and all expenses necessary to construct, and Licensee shall cause to be installed and constructed, four (4) ADA accessible 6 ft. x 15 ft. sections of wharf upon the Licensed Premises together with two access points thereto which shall connect to the city sidewalk. The southerly access point shall be ADA accessible. ADA accessible for the purposes of this Agreement means the 2004 ADA Accessibility Guidelines (ADAAG). The wharf sections and all appurtenances thereto shall become property of the City upon installation.
 1. The exact location and height of the wharf section placement shall be as determined on site by Licensee and the City Director of Parks, Recreation & Forestry.
 2. Each wharf section shall match the materials and color of the wharf sections existing to the north of the Licensed Premises.

- B. In consideration of Licensee's construction and installation of the wharf sections required above (which Licensee and Licensor estimate at a cost of approximately \$30,000), Licensee shall not be required to make any other payment for the initial License term.

III. CITY OBLIGATIONS

- A. City shall, at its sole cost and expense, install electric service to the Licensed Premises. The electric service shall accommodate 30 amps; 110 volt charging when the Vessel is not in use to power the refrigerator.
- B. The location of the electrical service box is as shown on Exhibit A.
- C. City shall allow up to three (3) temporary "sandwich board" type directional signs within the Licensed Premises and/or James Street Parkway to direct people to the Boat boarding area. The signs shall be constructed of weather resistant materials and shall not exceed 6 sq.ft. with placement of sign no higher than six feet in height. Further, such signs may be placed up to one hour prior to the scheduled launch and shall be removed from the Parkway immediately prior to launch and stored on board the Vessel.

IV. COMPLIANCE WITH ALL LAWS

- A. Licensee shall, during the term of this Agreement, comply with all federal and state laws, local ordinances, and implementing rules and regulations, pertaining to operating a public excursion/tour Boat, including but not limited to obtaining and maintaining a current Certificate of Inspection from the United States Coast Guard.
- B. Licensee shall yearly provide Licensor with a copy of its current Coast Guard Certificate of Inspection. Licensee may not utilize the Licensed Premises if its Certificate of Inspection is for any reason suspended or otherwise invalid, whether for a temporary period of time or permanently.
- C. Licensee shall, during the term of this Agreement, comply with all applicable federal, state and local environmental laws, ordinances, implementing rules and regulations, together with all amendments thereto, together with all common law rules, which relate to discharge, emission, waste, nuisance, pollution control, hazardous or toxic substances and other environmental matters which may be in existence and applicable to Licensee during the term of this License.
- D. If any governmental agency requires testing to ascertain whether there has been a release by Licensee of any Hazardous Substance on or about the Licensed

Premises during the License term, the reasonable costs expended by Licensor in response thereto shall be reimbursed by Licensee.

V. MAINTENANCE AND REPAIRS

- A. Except as provided below, City agrees that, during the License term, it shall, at its expense, make all repairs as shall be reasonably necessary to keep the Licensed Premises in good condition and repair. City shall be responsible for maintenance of public access areas to the Licensed Premises, including but not limited to sidewalks, wharf access points and green space adjacent thereto.
- B. Notwithstanding the above, Licensee agrees that all damage or injury done to the Licensed Premises by Licensee, its invitees and guests, shall be repaired by Licensee at its expense. Licensee further agrees, at the expiration of this Agreement or upon earlier termination thereof, to quit and surrender the Licensed Premises to Licensor in good condition and repair, reasonable wear and tear excepted.

VI. INSURANCE AND INDEMNIFICATION

- A. Licensee agrees to indemnify Licensor against, and to hold Licensor harmless from, any and all claims or demands for loss of or damage to property or for injury or death to any person from any cause whatsoever (other than any intentional act or omission of Licensor, its officers, officials, employees, agents or contractors) while in upon or immediately adjacent to the Licensed Premises, including attorneys' fees during the License term. Licensee shall keep and maintain during the License term a policy of public liability insurance against property damage or personal injury growing out of the use of or occurring in, upon or immediately adjacent to the Licensed Premises, with minimum liability limits of \$1,000,000.00 property damage and \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate for personal injury and liability, together with an additional \$2,000,000.00 umbrella policy to cover all incidents, accidents or occurrences on or about the Licensed Premises. Licensor shall be named as an additional insured on all such policies and shall be provided with the additional insured endorsement. Such insurance policy shall provide Licensor a minimum of 30 days' notice of cancellation.

Failure to keep and maintain the required insurance coverage identified above shall not be subject to the default and cure provisions of paragraph XI.

- B. Licensee further agrees to indemnify Licensor and to hold Licensor harmless from any and all claims, liability or injury, including attorney's fees and the cost of any required or necessary repair, clean-up, or remediation arising out of (i) the use, manufacture, handling, storage, disposal or release of any Hazardous Substance

by Licensee, its agents and employees on or about the Licensed Premises, or (ii) an actual or alleged violation by Licensee of Environmental Laws in connection with Licensee's occupancy of the Licensed Premises. It is further agreed that Licensor shall indemnify Licensee for any payment Licensee is required to make with regard to necessary testing, repair, cleanup or remediation with regard to any environmental damage which existed prior to Licensee's occupancy of the Licensed Premises. The foregoing indemnifications shall survive the expiration or earlier termination of this Agreement.

- C. Licensee shall, at its own cost and expense, during the License term, carry insurance against fire, vandalism, malicious mischief and other such perils as are from time to time included in standard extended coverage endorsement, insuring all trade fixtures, furnishings, equipment and other items of Licensee's personal property located at the Licensed Premises.

VII. LICENSOR'S RIGHT OF ENTRY AND RECORDS REQUIREMENTS

- A. Licensor has the right to enter the Licensed Premises upon twenty-four (24) hours' notice for the purpose of verifying compliance with the terms and conditions of this License. Licensor shall have the right to enter the Licensed Premises without notice in case of emergency.
- B. Licensor acknowledges that City is subject to the Wisconsin Public Records Law. As such, Licensee agrees to retain all records as defined by Wis. Stats. §19.32(2) applicable to this License for a period not less than seven (7) years after the termination or expiration of this License term. Licensee agrees to assist Licensor in complying with any public records requests that Licensor receives pertaining to this License. Further, Licensee agrees to indemnify and hold harmless Licensor, its elected and appointed officials, officers, employees and authorized representatives for any liability, including without limitation, attorney's fees, to the extent caused by Licensee's actions or omissions which contribute to Licensor's inability to comply with the Public Records Law. This provision shall survive termination of this License.

VIII. DESTRUCTION OF LICENSED PREMISES

In the event of a total or partial destruction of the Licensed Premises during the term of this License, not including any structures, buildings, or personal property, Licensor shall forthwith repair the same, provided funding is appropriated for such repairs and the repairs can be made within ninety (90) days under the laws of and regulations of state, federal, county or municipal authorities.

Should the total or partial destruction result from causes covered by the fire and extended coverage required under Paragraph VI.C., Licensee shall make the insurance proceeds available to Licensors to make the required repairs.

If the repairs cannot be made within ninety (90) days of the date of destruction or partial destruction, this License may be terminated at the option of either party.

IX. ALTERATIONS

Other than the improvements required under Paragraph II.A., Licensee shall not make or suffer to be made, any alterations of the Licensed Premises without the prior written consent of Licensors. Any additions or alterations to the Licensed Premises shall become the property of Licensors at construction or installation. Licensee shall keep the Licensed Premises free from all liens arising out of any work performed, materials furnished or obligations incurred by Licensee.

X. ABANDONMENT

Licensee agrees not to vacate or abandon the Licensed Premises at any time during the License term. Should the Licensee vacate or abandon the Licensed Premises or be dispossessed by process of law or otherwise, such abandonment, vacation or dispossession shall be a breach of the License.

Abandonment or vacation of the License shall mean failure of Licensee to occupy the Licensed Premises for a period of thirty (30) consecutive days or longer during any Operational Period as defined in Paragraph I.C. unless such non-use of the Licensed Premises is the result of repair of the Vessel required to maintain its ability to operate and Licensee has provided prompt written notice to Licensors of the need for repair and the anticipated time required to complete the repairs.

XI. DEFAULT

Any provision of this License Agreement which does not contain a specific remedy shall be resolved as provided hereunder. If either party believes that any provision of this Agreement has been breached by the other party, it shall provide the other party with written notice thereof, informing the other party that it has thirty (30) days to cure such breach. If there is no cure of said breach within such period of time, the non-breaching party may bring any action available for any remedy provided in law or equity, including termination of this Agreement. In the event however the breaching party is pursuing a cure within such thirty (30) day period, but the cure cannot be completed within that timeframe, it shall not be construed as a default if the party immediately undertakes steps to cure the default after receipt of such written notice and then diligently and in good faith prosecutes the curing of such default to its conclusion.

XII. TERM OF LICENSE

- A. The term of this License shall run from the date set forth above and shall terminate December 31, 2025, unless otherwise terminated under Paragraph VIII or under this Paragraph.
- B. Licensee may terminate the License if a change in laws, rules or regulations governing lands located in flood areas makes Licensee's operations on the Licensed Premises illegal, too financially burdensome or otherwise uneconomical to Licensee, or require cessation of such activities.
- C. The License shall automatically terminate upon the occurrence of any of the following events, notwithstanding any other provision herein:
 - 1. A petition by or against the Licensee under the bankruptcy laws of the United States, which petition is not dismissed within ninety (90) days from the date of such filing;
 - 2. The assignment by Licensee of its assets for the benefit of creditors under any state insolvency laws;
 - 3. Conduct by Licensee of its business under any trustee or other person appointed pursuant to judicial proceedings;
 - 4. Taking by a court of competent jurisdiction of the Licensee and its assets pursuant to proceedings brought under any state or federal reorganization act;
 - 5. The appointment of a receiver of the Licensee's assets;
 - 6. A lapse in the insurance coverage the Licensee is required to maintain pursuant to this License Agreement.

XIII. MISCELLANEOUS

- A. Assignment. Licensee shall not assign this License or any interest in this License, nor let or sublet any part thereof, nor permit the occupancy or use of the Licensed Premises by any other person, without the advance written consent of the City. All assignees shall be bound by the terms and conditions of this License.
- B. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail, postage prepaid, to the addresses below and shall be deemed received two (2) days after the date of mailing unless the return receipt slip indicates receipt on a

different date. All other notices required under this Agreement may be sent by regular mail, postage prepaid. All notices and communications shall be addressed to the Parties hereto at their respective addresses set forth and shall be deemed received two (2) days after the date of postmark:

1. If to Licensee: Candice L. Mortara, Member
Fox River Boat Holding Company, LLC
1301 North Briarcliff Drive
Appleton, WI 54915
2. If to City: City of De Pere
City Clerk-Treasurer
335 S. Broadway Street
De Pere, WI 54115

C. Law Governing. This Agreement shall be construed in accordance with the laws of the State of Wisconsin. The Parties hereby submit to the personal jurisdiction of the Courts of Wisconsin, both Federal and State, in any action with respect to the License and the parties agree that any action concerning the License shall be venued in Brown County, Wisconsin. The parties agree that in the event of a dispute, all parties waive the right to a trial by jury.

D. Entire Agreement. This Agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the Parties with respect to the subject matter hereof and supersedes all prior discussions and agreements, whether written or oral, between the Parties and constitutes the sole and entire agreement between the Parties with respect thereto. This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all Parties hereto.

The persons executing this License Agreement attest, represent and warrant that they have full power, authority and right to execute this License Agreement and warrant that the execution and delivery of the same has been duly authorized as required by each entity.

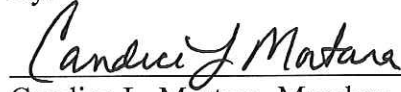
E. Rights and Remedies Cumulative. The rights and remedies of the parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of default or breach or of any remedies for any other event of default or breach.. No waiver with respect to the performance or manner or time of any obligation under this Agreement shall be considered a waiver of any rights of either party to enforce any other obligations of the other party.

- F. Contractual Interpretation. The paragraphs headed by roman numerals in this Agreement are referred to as sections and are intended to include, as categories thereunder, lettered subsections. The lettered subsections of this Agreement are to be referred to as sections and the numbered sections, subsections. The Section, paragraph, and subparagraph headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.
- G. No Third-Party Benefits. This License Agreement is entered into for the sole and exclusive benefit of the parties to this License Agreement and their respective successors and assigns; no third-party is intended to receive or be entitled to any rights hereunder.
- H. Surrender of Possession. At the expiration or termination of this License, Licensee shall surrender the Licensed Premises to Licensors, including any of Licensee's alterations, additions and improvements, but excluding Licensee's Boat, equipment, personal property and furnishings. Licensee shall repair any damage to the Licensed Premises as required under Paragraph V.

IN WITNESS WHEREOF, the Parties cause this License Agreement to be executed by their authorized representatives as of the day first written above.

**FOX RIVER BOAT HOLDING
COMPANY, LLC**

By:


Candice L. Mortara, Member

CITY OF DE PERE

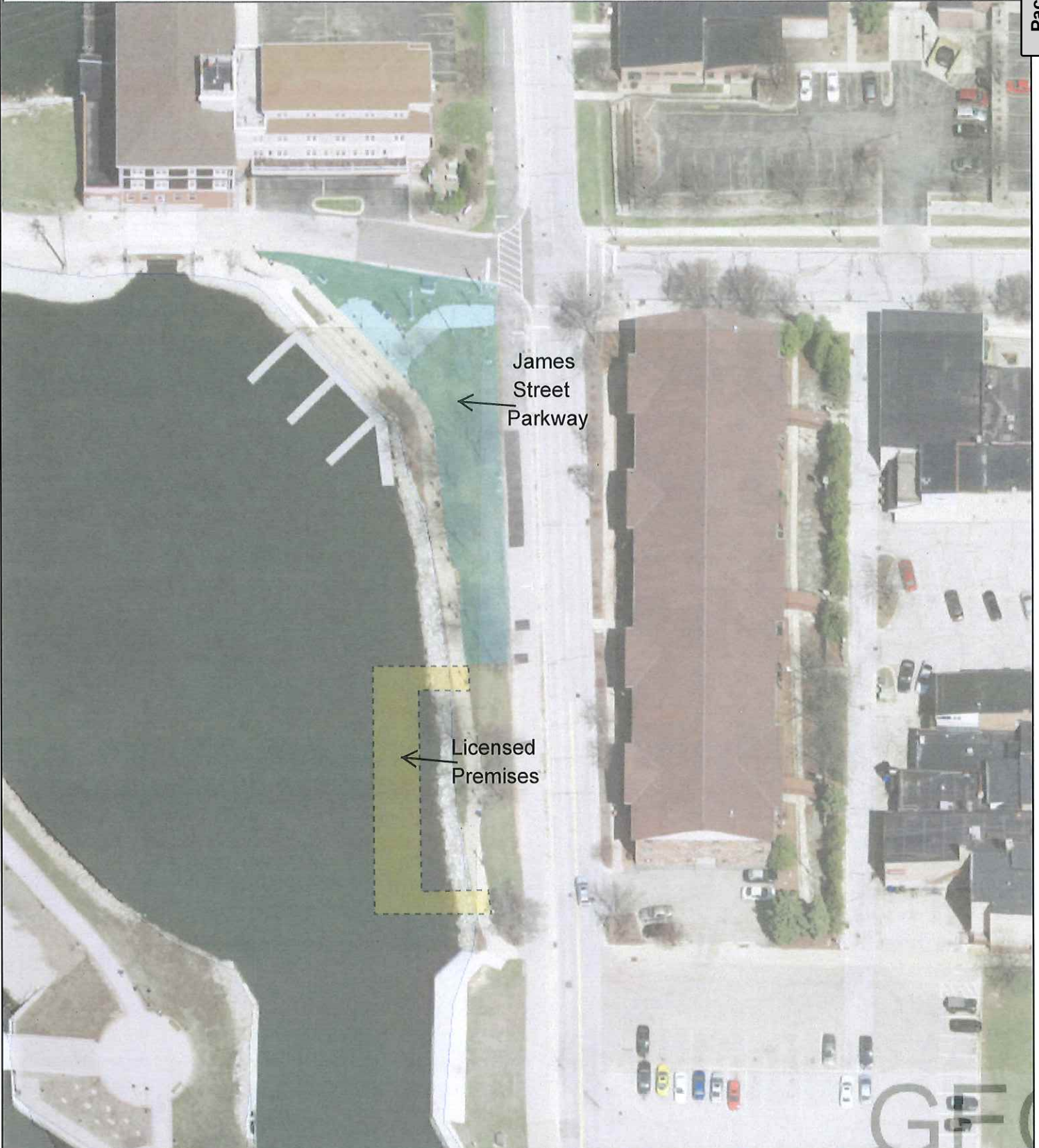
By:


Michael J. Walsh, Mayor


Shana D. Ledvina, Clerk-Treasurer

H:\jdupont\Agreements\2016\Fox River Boat Holding Co (boat docking)- final 1-19-16-151-001-16.docx

Exhibit A



This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising this map.

Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010



01/16/2016
Scale 1:720

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: July 21, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approve donation from De Pere Baseball to improve Gandrud Field.*

De Pere Baseball is proposing to conduct several improvements to Gandrud Field. The value of the improvements is listed at \$13,750. A listing of improvements are below.

Southwest Park: Gandrud Field:
Edge all Grass Edges to remove lips.
Till existing infield mix.
Add 3 loads of Waupaca quick pitch red limestone infield mix.
Laser grade the infield skins, baselines, home plate area.
Rebuild pitcher?s mound with clay.
Install clay in the batter?s boxes and catcher?s box.
Install new base anchors, home plate and pitching rubber.
Edge warning track.
Add red limestone and laser grade.
Fill low areas and on deck areas with topsoil and sod.
Re sod in front of pitcher?s mound and small area in left field.

Staff is recommending accepting the donation from De Pere Baseball.

In addition, staff would also like to recognize De Pere Baseball for their recent contributions and dedication to improving the baseball experience for children in the City. Over the last couple years the league has invested over \$45,000 to improving facilities throughout the City.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: July 21, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Review and Approve Recreation Division 2016 2nd Quarter Report

Please find attached the Recreation Division 2016 2nd Quarter Report for review and approval. Thank you.

ATTACHMENTS:

- 2nd.quarter (XLSX)
- 2016 2nd Quarter (DOC)

FACILITY USAGE

	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC
Paid Rentals	34	23	16	20	14	24						
Non-Paid Rentals	17	19	25	20	32	10						
Recreation Programs	229	263	251	233	197	226						
<i>(includes P&R, CC)</i>												
Total Room Use	280	305	292	273	243	260	0	0	0	0	0	0
Percentage Used	181%	218%	188%	182%	157%	173%	0%	0%	0%	0%	0%	0%
<i>(percents over 100 reflect rooms rented more than once on a given day)</i>												
Rental Revenue	\$3,832.24	\$2,695.24	\$2,461.12	\$2,405.00	\$2,123.00	\$3,795.00						
Program Revenue	\$9,327.22	\$32,987.25	\$24,914.00	\$48,038.99	\$27,590.60	\$24,389.71						
Aquatics Revenue	\$787.56	\$1,177.38	\$758.59	\$15,589.92	\$13,727.92	\$58,332.05						
Adult Leagues Rev.	\$153.00	\$0.00	\$20,898.00	\$1,476.00	\$2,454.00	\$79.00						
Contractual Revenue	\$237.00	\$237.00	\$237.00	\$237.00	\$237.00	\$237.00						
<i>(County Rent)</i>												
Equipment/Storage & Miscellaneous Revenue	\$138.06	\$103.87	\$75.37	\$91.81	\$110.12	\$105.37						
TOTAL REVENUE	\$14,475.08	\$37,200.74	\$49,344.08	\$67,838.72	\$46,242.64	\$86,938.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

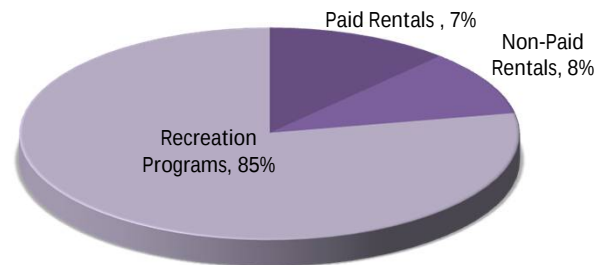
2016 TOTAL REVENUE (to date)

\$302,039.39

2nd Quarter 2016 - Individual Room Usage

ROOM	Program Usage	Rental Usage
Pine Room	131	33
Oak Room	26	38
Hickory Room	118	10
Spruce Room	256	18
Maple Room	15	21
Lounge	110	N/A
Total Usage	656	120

2nd Quarter 2016 Facility Usage



NOTE: Total revenue to date is \$302,039.39! As mentioned in our last report we are now combining all recreation including leagues and CC rental revenue so we don't have a base to compare but know that we have seen in an increase in program and aquatic revenue. We did lose one night of Adult Softball League revenue, but overall, we are pleased with the revenue brought in so far. Total amount of revenue budgeted for recreation and Community Center is \$503,125. 2nd Quarter total revenue broke down as follows: \$100,019.30 in program revenue, which includes all instructional recreation programs and activities overseen by CC staff & the Recreation Supervisor; \$87,649.89 brought in for aquatics revenue, which includes concession sales and daily ticket sales, swim lessons and swim passes; \$4,009 in adult leagues revenue, which is mainly some additional softball play fees and kickball team registrations; rental, contractual, equipment/storage & miscellaneous revenue totaled \$9,341.30. Rental revenue is down slightly by \$817 compared to last year's 2nd quarter but that is still respectable income since we no longer have a church group that rented 2 rooms per week. This quarter brought in a total of 58 paid rentals; the Oak & Pine rooms were the utilized the most for paid rentals while the Spruce Rm. ranked the highest in program usage due to many senior groups meeting there. The Pine Rm. ranked second for program usage, which is where most of our youth activities are held along with many exercise classes.

Paid Rentals	7%	4%
Non	8%	2%
	85%	28%
	100%	



City of De Pere

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Paula Rahn
Recreation Superintendent
prahn@mail.de-pere.org
www.de-pere.org

2016 Community Center 2nd Quarter Report

- Finalized all summer seasonal positions for aquatics, playgrounds & summer camp and hired for the following additional positions: Activity Instructors for summer programs, a Recreation Intern, and a 5 hr./wk. Part-time Maintenance/Custodian. Staff has also been advertising for various instructor positions open for fall: Tumbling Assistants, Pom & Dance Assistant Instructors and Youth Activity Assistant Instructor. The part-time office assistant was relieved of her duties in June so the department is currently researching different staffing opportunities to determine best utilization of staff responsibilities and tax dollars.
- Various trainings and orientations were conducted for pool, summer day camp and playground staff including BBP training by our Health Dept., public safety, first aid & backboard trainings provided by the Police & Fire Depts.
- Coordinated use of school facilities in both school districts for summer programming.
- Successfully renewed ADRC Contract for Nutrition Program; also received approval to enter into an agreement with Multi Media Channels to solicit advertisements in our brochures in essence to cover all costs associated with printing and mailing out our brochures twice per year which equates to nearly a \$10,000 savings. Developed a letter and worked with MMC on advertising promo sheet which will be mailed to all businesses in July.
- Finalized scorecard and ordered prizes for new VERB program offered in conjunction with the Health & Recreation Departments. Program started June 13 but participants can join at any time. The program is designed to promote physical activity and healthy lifestyles in our youth during the summer months.
- Other special programs and events that occurred during the second quarter included: AARP Tax Preparation served approximately 450 people; AARP Smart Driver Course had 18 registered participants on April 27; Candy Bar Bingo held on April 27 recorded our highest attendance ever at 136 attendees; Partner Cribbage Tournament held on April 30 – 60 people participated; NWTC Spring Foot Clinic held on May 3 had 38 registered participants; 3rd annual Big Rig Gig held at Perkofski Boat Launch on May 13 – 360 kids and parents participated; a new event, a Spaghetti Luncheon & Bingo was held on May 20 which was a success with 41 seniors in attendance.
- Developed flyers for senior programs and playground program which included the advertisement on the Recreation Scholarship Program. Through mid-June thus far the program has helped 16 families either with Family Pool Passes or the ability to partake in recreation programs at no charge.
- Summer Softball League started in late April; 3 leagues went but the Monday night league was canceled due to only 4 teams registered – complaints that the fees are too high. Summer co-ed kickball league started in early June.
- Pools opened for the season on Saturday, June 11. During the month of May staff power washed and repainted VFW pool house which made a world of difference! The warm weather has made a great start to the summer. To date 663 passes were sold and for the month of June VFW averaged 226 people per day while Legion Pool averaged 278. Three pool specials were offered in June: Saturday, June 19 22 fathers were admitted in free with a paid youth admission, June 23 2 patrons attended free lap swim and on June 25 season pass holders were able to bring one friend in for \$1.00 – 39 patrons were admitted.
- Summer Camp is up and running! The east side at Dickinson School is running for 9 weeks due to later dismissal of the Unified School District. The west side is again housed at the De Pere Community Center and running for 10 weeks. Numbers are up in all weeks, but due to a few cancelations we had a few isolated openings in which wait list people were contacted. All west side staff were returners along with 3 on the east side; 3 new hires for east and 1 floater to help out with summer activity classes and fill in for camp. We coordinated with summer school again this year and on average, we have 50% of our campers participating in summer school on the west side and 33% on the east side. Weekly field trips are scheduled as part of the program along with swimming twice per week which is always popular! The De Pere Optimist Club donated \$500 towards camp t-shirts and Cellcom, for the 8th year in a row, donated two cell phones for camp use this summer. We had 2 campers participate in swim lessons during the first session with more scheduled for session 2.
- Purchased supplies, prepared sites and developed activity calendars with themed weeks for the Summer Playground Program which began on June 13. Currently the Park Playground Program has 126 children registered, which is the highest it's been in a long time! Special events & programs include: Ice Cream Socials, Reading Program, Summer Carnival, Kids Pool Nights, Tye Dye Fun Nights and a new Swim-In Cinema Event. Established a new Summer Reader Program at Patriot Park with West De Pere School District. This is run in conjunction with the Summer Reader Programs at Legion and Optimist Parks with staff from Dickinson and Foxview Schools.
- Started accepting enrollment for Kidz Zone for the 2016-17 school year. Currently have 13 registered with inquiries coming in regularly. We have had several students graduate out of Kidz Zone and will be attending middle school come

fall but there are several new families and a lot of younger participants. We are continuing to explore options for the east side. Staff has met with Journey Church as a possible location and are waiting to hear back from Lamers if they would bus there. We have not ruled out Notre Dame either but they are holding firm with wanting only Notre Dame students their first year; sadly the bigger need is within the public school system and the YMCA program is full.

- Additional enrichment programs were offered during the summer months, which included Sewing, Oil Painting and Stained Glass. Other programs offered included: Coffee and Conversation which focused on area business professionals offering information on a variety of community services as well as nutrition for older adults sessions which offers professional insight and information to seniors about healthy eating.
- Instituted the WPRA Ticket Program, which offers discounted tickets to Wisconsin Dells and other area attractions. The department retains \$0.75 per each ticket sold. Prepared spreadsheets for all ticket sales.
- Staff purchased and planted flowers in the planters to help beautify the Community Center. Larger planters were purchased for the entrances as last year two of these pots were stolen.
- Completed profit/loss reports on programs and started the 2017 budgetary process. Researched/received quotes on various projects and worked on expenditures & revenues for all recreation programs and classes. Also started process of revamping Recreation & Community Center budgets to make a more cohesive budget. Recreation will entail all recreation programs and events while the Community Center will reflect facility operations and rentals.

During the third quarter, staff will continue to oversee and wrap up summer recreation classes, playground program, special events, WPRA Ticket Program, and Summer Day Camp program; host the 5 remaining pool specials, close outdoor pools; hold our annual senior citizen's picnic and summer carnival, complete evaluations on programs & events; fill vacant PT office assistant position; hire youth dance, pom, and tumbling assistants, youth flag football staff, adult basketball officials and aquatic staff for fall/winter indoor classes; start preparing for fall softball & kickball leagues, basketball leagues, and youth flag football along with continuing to accept registrations for remaining summer & the start of other fall programs and sports leagues; prepare for the start of Kid Zone at OLOL & possibly Notre Dame; design and distribute small flyer on 2016 fall recreation programs to the schools; conduct COA meeting; complete profit/loss forms on programs; finalize Recreation division and CC budget; mail out letters and promo sheets to De Pere businesses soliciting for advertisements in our department brochures; and start working on 2016-17 Winter/Spring Brochure.

Respectfully submitted by:

Paula Rahn, Community Center Manager

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: July 21, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Jenny Hammes

SUBJECT: Approval to Accept Donation from De Pere Kiwanis Club for the Youth Tennis Tournament.*

The 2016 Youth Tennis Tournament will be held on July 25th and July 26th. This tournament is sponsored annually by the De Pere Kiwanis. The Kiwanis club has agreed to cover the cost of t-shirts and 1st place trophies for each division with a total estimated cost of \$300.

I am requesting that the Park Board approve the donation from the De Pere Kiwanis Club.

Thank you for your time and consideration.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: July 21, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Discussion of Preliminary Aquatic Study from Vierbicher.

Our consultant from Vierbicher will be in attendance to present the preliminary draft of the Aquatic Location Study and will be available for questions. The schedule and/or plan is to bring back the final analysis and recommendations to the August Park Board meeting, after our consultant receives feedback from the Park Board.

While the draft analysis is completed, Vierbicher was still going through the process of proofing the plan at the time our agenda needed to be distributed. We anticipate distributing the study at the park board meeting.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: July 21, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Optimist Park Update.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: July 21, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: VFW Pool Update.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: July 21, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Don Melichar

SUBJECT: Emerald Ash Borer Update.

Don Melichar, City Forester posted the following on our Parks, Recreation and Forestry Facebook Page. Don would like to make the Park Board aware of the situation. Emerald Ash Borer update - on Tuesday, July 12 EAB was found in the City of De Pere for the first time. It was located in a tree that we were removing on the far NE side of the City. Be on the lookout now and if you want to save your ash trees (they only attack ash) you will need to treat or have them treated. If you have any questions about the insect you can either contact the City Forester or check out the any of the Wisconsin EAB websites.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: July 21, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Budget Update.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: July 21, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Park Name History.

The attached is preliminary and is for your review. We will discuss at the meeting. If you have any new information to share please bring the information with you.

ATTACHMENTS:

- Copy of Park History 2016 (XLS)

City Of De Pere Park Locations

Park Name	History of Name
Bicentennial Park	Done during the Bicentennial 1976
Bomier Street Boat Launch	Named after Bomier Street
Brashier Park	Gerald "Dad" Braisher - coach at EDHS for 40 years, was a teacher and also the Equipment Manager for the Green Bay Packers and Milwaukee Braves for many years.
Carney Park	Carney Park was named after a whose name was Lawrence Carney, who was a barber on the east side. Carney was a long time member of the Park Board.
Dickinson School/Park	Named after Dickinson School
Dog Park	Not named yet (there are no cats there per mayor)
East High School/Park	South of School Foxview
East River Parkway	Named after the East River
Perkofski Boat Landing	Named after Jerry Perkofski, Director of Parks, Recreation and Forestry for many years.
Fox Point Boat Launch	Named when the Park Board was touring in the city and Bill Volpano saw a fox run across Broadway and said it should be named Fox Point.
George Street Park	Named after George St
Jim Martin Park	Named after Jim Martin who was an advocate for youth. He started Little League in De Pere. He was referee and umpire for many sporting events. He was on the Board of Directors for Brown County Basketball Tournament held at East De Pere High School.
Kelly Danen Park	It was named after Kelly Danen. He was big into youth and youth programs. He was an alderperson who died early and he ran an Insurance Company. He was the mayor for 12 years. He was one of the original leaders of Little League.
Kiwanis Park	The Kiwanis owned the park. Kiwanis, Optimist and Non Profit groups came forward and said they would like to put money towards the park if the park would be named after them. The park was in the planning stages at this point.
Lawton Park	The park was named after the CA Lawton family which lived on the corner Fort Howard and 6th St.
Legion Park	Named after the American Legion.
Lions Trailside	Named after the Lions Club
Nature Center	Named by Dickinson School
Optimist Park	The Park was originally Cook St. Park and then the Optimist took over the park. The park was originally owned by the school district and was going to be used for school use. The school district allowed the City to purchase the park and the Optimist sponsored it and was therefor named Optimist Park.
Patriot Park	Named after the Subdivision Patriot Park put in during the bicentennial year.

Preserve Park	Humana - area called preserve.
Rainbow Park	Unsure about this park.
Rotary Park	Named after De Pere Rotary.
Rusk Park	Named after the street. (check if there is any other information)
Samantha Park	Named after the street. (check if there is any other information)
Southwest Park	Southwest Park because of location in the southwest corner of the city.
VFW Park	Named after VFW.
Voyageur Park	Possibly named by school children in a contest. The children submitted names and the board picked the name from the submitted names.
Wells Park	Named after the Wells Family.
West High School/Park	Unknown
Westwood School/Park	Named after West wood St.
Wilcox Court Park	Named after the Wilcox Family. The family donated the land for the park. Randy Wilcox was the Village of De Pere president in the mid 1800 and CG Wilcox was mayor 1916 thru 1919.
Willems Park	Named after the Willems family. It was named after Tom Willems owner of the Flower Shop in De Pere.
Wilson Park	Unknown