



Board of Park Commissioners

335 South Broadway

Regular Meeting

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

Revised Agenda

Thursday, December 17, 2015

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 **December 17, 2015 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 Minutes from 11-12-15
2. Review changes to proposed agreement with Fox River Boat Holding Company.*
3. Approval for Park Use at Brown County Fairgrounds for JDRF Run
4. Approval to accept \$1,200 donation from a De Pere Citizen. *
5. Review and Approve Advertising in Department Brochures and Postcards.*
6. Consider and Approve Grant from KABOOM for Optimist Playground.*

III. Public Comment Period

IV. Future Agenda Items

V. Staff Updates

1. Dog Park
2. Pool Location Study
3. Optimist Park Playground

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.

Committee Members
Alderspersons
Mayor Michael J. Walsh
Larry Delo, City Administrator
Judy Schmidt-Lehman, City Attorney
Definitely De Pere

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

Marty Kosobucki

John Zegers, WDP High School District

De Pere Rapides Soccer

Clara Petasek

Fox River Boat Holding Company

TV & Radio Stations

Ben Villaruel, Unified School District

De Pere Baseball

Julie Feest, JDRF

Steve Seidl

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 17, 2015

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approve Board of Park Commissioners Minutes from 11-12-15

ATTACHMENTS:

- Draft Minutes 11-12-15 (PDF)



Board of Park Commissioners

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Thursday, November 12, 2015

6:30 PM

De Pere City Hall Trapezoid Room

I. Call to Order

The meeting was called to order at 6:30 PM by Board Member George Brown

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

II. Action Items

1. Approve Board of Park Commissioners Meeting Minutes 10-15-15.

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

2. Request from De Pere Rotary Club for Name Change

Sue Schinkten made a motion to open the meeting at 6:32 p.m., seconded by Randy Soquet.

Greg DeCleene and Grace Meyer from the De Pere Rotary spoke with the board in reference to the renaming of the field at Legion. The name would be changed to the Pink Flamingo Field.

Dave VanDeHei also spoke with the board in reference to the renaming of the field at Legion.

Greg and Grace took questions from the board in reference to the renaming of the field.

Mike Donovan made a motion to close the meeting at 6:39 p.m, seconded by Sue Schinkten.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Aldersperson
SECONDER:	Lisa Rafferty, Aldersperson
AYES:	Donovan, Rafferty, Brown, Schinkten, Soquet
EXCUSED:	Larry Lueck, Bill Volpano

3. Approve WDNR grant submittal for Phase III of Voyageur Dock renovation.

Attachment: Draft Minutes 11-12-15 (4233 : Approve Board of Park Commissioners Minutes from 11-12-15)

Marty Kosobucki reviewed the grant submittal with the board members and took questions from the board members.

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

4. Consider proposal from Fox River Boat Holding Company.

Marty Kosobucki spoke with the board about the Fox River Boat Holding Company and their plans for the Riverboat. He took questions from the board in reference to proposal.

Sue Schinkten made a motion to open the meeting at 7:00 p.m., Mike Donovan seconded.

Candace Mortara from the Fox River Boat Holding Company spoke with the board about the proposal for the Riverboat and took questions from the board.

Dave Peck who is a citizen in favor of the Riverboat spoke with the board in reference to the length of the boat and various other items pertaining to the boat.

Todd Williams who is in charge of the music platform spoke with the board about the plans for the Riverboat from a musical aspect.

Randy Soquet made a motion to close the meeting at 7:29 pm, Sue Schinkten seconded.

GEORGE BROWN MADE A MOTION FOR STAFF TO BEGIN NEGOTIATIONS WITH THE FOX RIVER BOAT HOLDING COMPANY IN REFERENCE TO THE RIVER BOAT AND THE DECISION DOES NOT HAVE TO COME BACK TO THE PARK COMMISSIONERS FOR APPROVAL, SECONDED BY SUE SCHINKTEN. MOTION PASSED

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

III. Public Comment Period

Gene Hackbarth spoke with the board in reference to the Fox River Boat Holding Company and his support for the Riverboat.

Joel Johnson from De Pere Area Hockey spoke to the board about hockey in the De Pere area.

IV. Future Agenda Items

Sue Schinkten from the board stated someone in the community had talked with her about the crows in Legion Park. Marty Kosobucki stated he would look into the complaint.

V. Staff Updates

Marty Kosobucki said Jim Martin Park Playground is open after two rounds of vandalism.

VI. Adjournment

Mike Donovan made a motion to adjourn the meeting at 7:30 pm, seconded by Randy Soquet.

Respectfully submitted,
Debbie Zierson

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: December 17, 2015

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Review changes to proposed agreement with Fox River Boat Holding Company.*

At the last Park Board meeting the board approved working toward an agreement with the Fox River Boat Holding Company (FRBHC) to allow them to dock their tour boat at James Street Parkway. The Park Board also indicated the draft agreement could go directly to the City Council. However, during discussions with the FRBHC a number of significant changes occurred with the proposed agreement. Administration felt the item should come back to the Park Board for review and consideration.

The significant changes include the following:

- Length of agreement went from 5 years to 10 years.
- The number of docks will go from 7 sections to 5 sections.

Should you have any questions please do not hesitate to contact me prior to the meeting.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: December 17, 2015

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approval for Park Use at Brown County Fairgrounds for JDRF Run

The Juvenile Diabetes Research Foundation is requesting to the use of the Brown County Fairgrounds Parking area for their annual run. The contract and request are attached. This is their first time requesting the use of the parking lot, therefore it had to come to the Board for approval.

Staff Recommendation: Approve

ATTACHMENTS:

- JDRF (PDF)



Northeast Wisconsin Chapter
1800 Appleton Road, Suite 2
Menasha, WI 54952
t: 920-997-0038 f: 920-997-0039
toll free: 866-233-3354
www.jdrf.org/newwisconsin

December 1, 2015

Marty Kosobucki
Parks, Recreation & Forestry Director
335 S. Broadway
DePere, WI 54115

Dear Marty:

I am writing you today to request the rental of space by the Brown County Fairgrounds to be used for parking from 7am until 12:30pm at our JDRF One Walk event taking place on Saturday, May 14, 2016.

The JDRF One Walk is a fundraising event to support our mission to cure, treat and prevent type 1 diabetes and its complications. The event brings people together in healthy activity for worthy goal; raising money to improve the lives of every person affected by type 1 diabetes. The JDRF One Walk is fun for families and builds camaraderie among company employees. The event draws an estimated 1200 participants and over 50 volunteers. Last year, the event raised over \$155,000.

The Brown County Fairgrounds serves as the main site for the event where everyone gathers. At 10am the Walk begins with walkers leaving the fairgrounds heading towards Ashwaubomay Park. Inside Ashwaubomay Park we use the loop and come back out to South Broadway and head back to the North Gate opening into the Fairgrounds. As the walkers return a lunch is provided. All activities are free of charge and we do not have registration fees for the event.

As the event has continued to grow we need to accommodate for the participants which is why we are requesting the rental of space. We do currently work closely with Brown County, Marvin Hanson, Ashwaubenon Police Department, and the City of DePere Police Department.

I have attached the proposed layout at the fairgrounds and the map of the route. If you need any additional information please let me know.

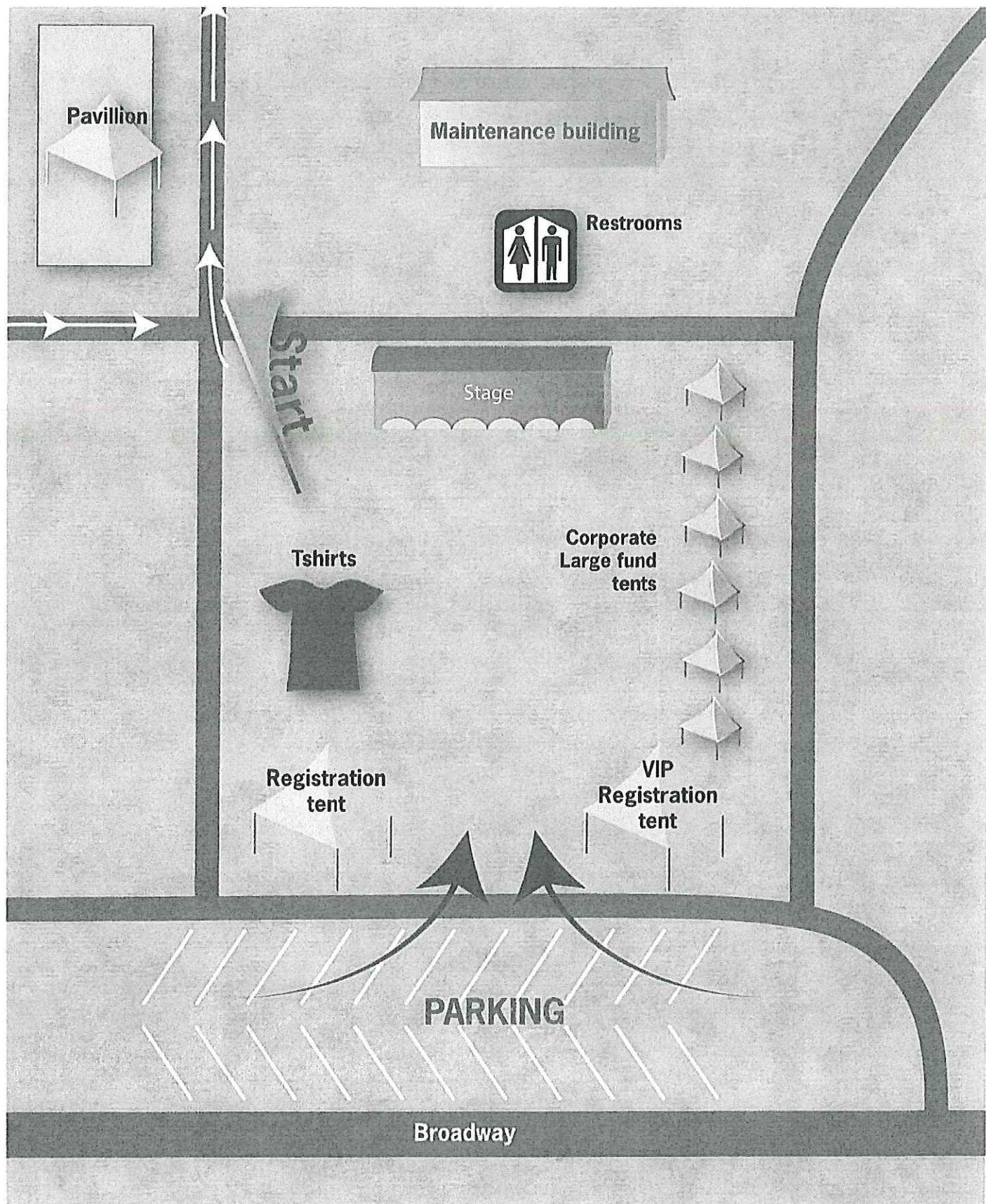
Sincerely,

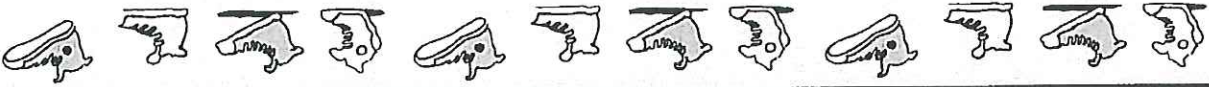
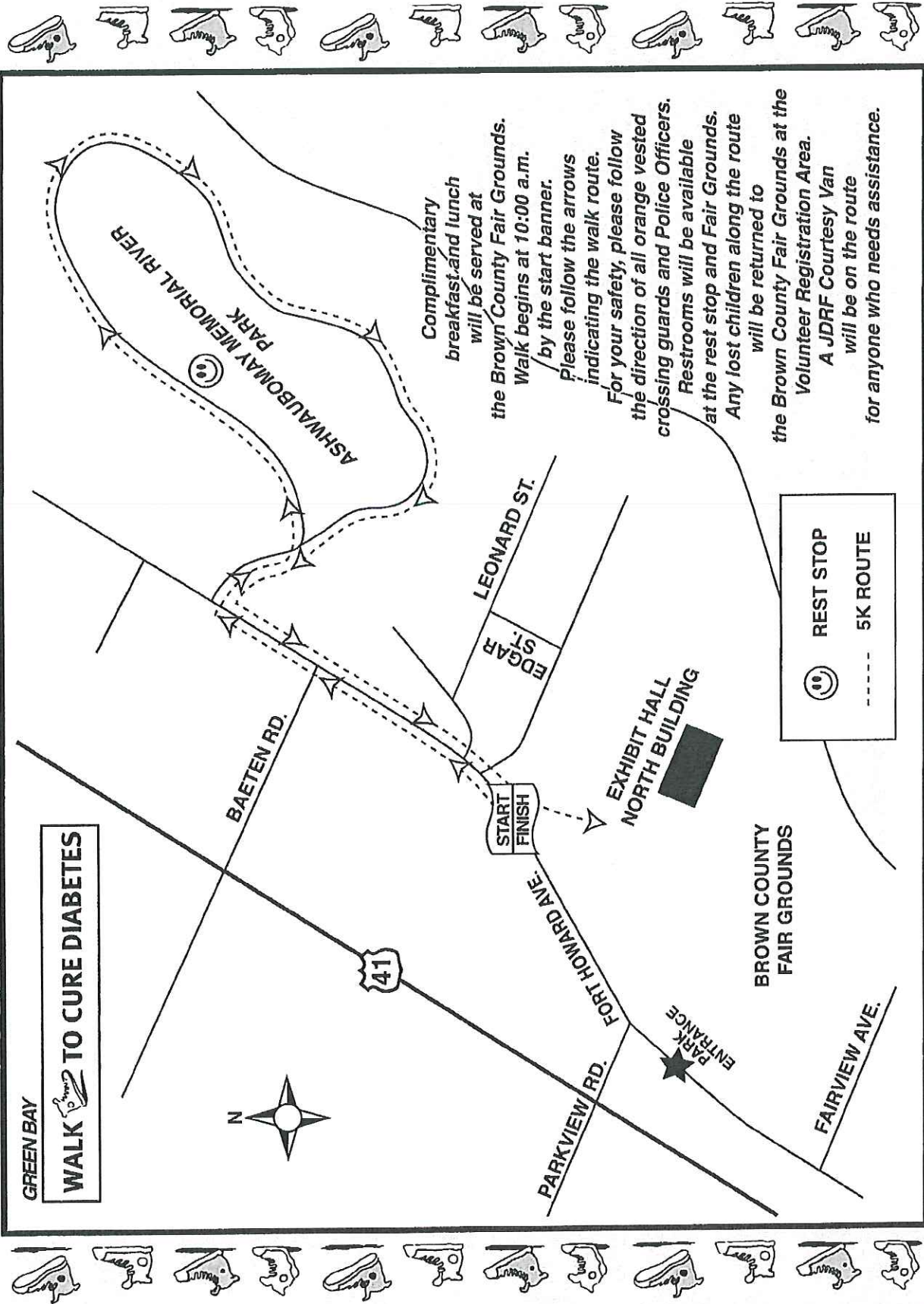
A handwritten signature in cursive script, appearing to read "Julie", is written over the printed name.

Julie Feest
Executive Director

JDRF/ONE
WALK
FOR A WORLD WITHOUT TYPE 1 DIABETES **T1D**

5k Walk Map
Saturday, May 14, 2016
Green Bay/Depere, WI





**PARK USE AGREEMENT
BETWEEN THE CITY OF DE PERE
And**

This agreement made and entered into by and between the City of De Pere, a Wisconsin municipal corporation ("CITY") and;

Name: JDRF Northeast Wisconsin Chapter

Authorized Representative: Julie Feest

Address: 1800 Appleton Road, Suite 2, Menasha, WI 54952

Phone: 920-997-0038

(hereinafter referred to as "Permittee").

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

City does hereby grants to Permittee the following areas/facilities at

To be used for the following purposes only: Parking/Activities

This permit shall be for the following date(s):

Date	Event	Facility	Time	Cost
May 14, 2016	JDRF Run	Brown County Fairgrounds	7:00 AM – 12:30 PM	\$360.00

1. Permittee agrees to pay City as and for the permit fee for the above referenced area the sum of **\$360.00 dollars** which shall be paid no later than **4/29/16**. Failure to pay City by the prescribed date will nullify and void this permit.
2. **Permittee agrees to file with the City Director of Parks, Recreation and Forestry on or before 4/29/16, a certificate of insurance giving evidence of adequate and proper liability insurance-including products liability when dispensing or supplying any confections, food, liquors or other beverages. City shall be named as an additional insured thereunder for purposes of the activities taking place pursuant to this agreement.**

The limits of bodily injury, property damage liability and products liability shall not be less than \$1,000,000 per occurrence and \$2 million aggregate.

The certificate of insurance must contain the following provisions:

It is agreed that the insured shall indemnify and hold harmless the City of

PARK USE AGREEMENT

De Pere, its agents, officers, and employees, from any and all damage or liability whatsoever occasioned within the described premises by reason of any bodily injury to or death of any person, or by reason of any damage to property of third persons occasioned by any act or commission, neglect or wrongdoing of the sponsoring party, or any of its officers, agents, representatives, assigns, guests, employee, invitees or persons admitted by the sponsoring party to said premises and sponsoring party shall at its own cost and expense, defend and protect the City of De Pere and its agents, officers and employees against all such claims and demands.

The certificate must stipulate that coverage is provided at the location and for the event or activity permitted.

When occupancy is for a period of time in excess of one special event or occupancy, certificate must include the following stipulations:

In the event of cancellation of or any reduction of limits in the insurance as shown herein, this Company will give ten (10) days prior notice by mail to the party to whom this certificate is addressed at the address stated herein.

Said certificate shall be signed by an authorized representative of the issuing Company.

Failure to provide the necessary certificate of insurance prior to the event will result in forfeiture by the Permittee of all fees paid, cancellation of the event, and nullification of this permit and all agreements.

3. It is specifically understood and agreed that this agreement shall not be construed to create or evidence a partnership or joint venture between City and Permittee and that both parties hereto are individually responsible for their respective debts and financial obligations. The Permittee shall not make presentations to third parties contrary to the terms of this paragraph.
4. No activities in violation of Federal, State or local laws shall be permitted on the premises, and it shall be the responsibility of the Permittee to enforce this provision. No lewd or indecent actions, conduct, language, pictures or portrayals shall be included in the activities or events presented by the Permittee on the premises and nothing presented, used, or sold that is contrary to law or prohibited by ordinance of the municipality will be permitted. The Permittee agrees to abide and be bound by the decision of the Permittee should any questions arise under this paragraph.
5. The following noise ordinance requirements apply to this Agreement:

PARK USE AGREEMENT

- A. The permitted hours of operation are:

- B. The permittee shall be responsible for compliance with the following requirements:
 1. Any amplified sound shall be maintained at a reasonable level to be determined by the size and nature of the event.
 2. An adult (18 years or older) will be available on-site during the event and will be responsible for monitoring/managing the event and associated activities.
 3. Offices will monitor the area and may stop and assess noise volumes and disruption of the neighborhood.
 4. The permit holder shall contact the Park Department at 339-4065 with any questions.

6. In allowing the above premises to be used as requested, the City does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of the above premises. Said rules shall be promulgated and enforced strictly by City. City, its agents and employees retain the right of ingress and egress to all above facilities and grounds when in performance of official duties and to ensure said premises is being used for the purposes stated.

7. Permittee will provide adequate police protection to the satisfaction of the City on the grounds for the entire event and until all participants have left the premises. Permittee shall assume and pay the cost thereof for all security and emergency personnel. (SEE SUPPLEMENTALS ON PAGE 6, No. 7)

8. Permittee will provide all promotion for their event and will provide City with contact person and phone number where all inquiries into the event may be referred. City's business phone numbers, addresses, and names may not be used in promotional materials as a source for additional information on the event.

9. Permittee will be granted concession rights for their event and will be responsible for obtaining any and all permits necessary to do so. Permittee must provide its own supplies and make arrangements with its vendors to accept deliveries at the premises during the regular operating hours of 8:00 a.m. until 4:00 p.m. only. City, its agents, or employees will not accept, receive or sign receipts on Permittee's behalf when such supplies are delivered to the facility or premises.

10. The permit fee set forth in paragraph 3 above entitles the permittee only to access the areas indicated above and during regular park hours only unless prior approval is obtained from the City. Permittee further agrees not to utilize or disturb City's equipment, displays, fixtures, furnishings, or other materials not specifically identified in this permit. It is expressly understood that the De Pere Ice and Recreation Center is privately operated and that Permittee shall not utilize or permit to utilize the Ice and Recreation

PARK USE AGREEMENT

Center for parking or other uses during the term of this permit.

11. Permittee agrees not to interfere, impede or discourage other authorized activities occurring at the same time of its use of the premises. Ingress and egress to boat launching, where applicable, are not to be interfered with by Permittee, its agents or employees. City retains the right to all fees collected for other activities not related to this permit during the duration of this permit and has full control and authorization over regulating those activities.
12. City will provide utilities including heating for ordinary purposes when applicable.
13. Permittee will provide **AS NEEDED** employees for parking and traffic control. Parking will be permitted only in areas designated by City. Permittee will be responsible for keeping emergency lanes open at all times.
14. City must approve alterations to all grounds and facilities prior to Permittee's event. Permittee will not be allowed to dig into any grounds, track, roadways, etc. and will return all premises to their original condition prior to the expiration of this permit. All utility modifications, alterations, connections, and hookups will be in strict accordance with State and local codes. Alterations requiring City's approval include, but are not limited to, electrical wiring track modifications, stakes, fencing, poles, roadway closures, building partitions, etc.
15. Permittee is responsible for maintaining premises in a clean, safe, and sanitary condition during their event. Permittee will maintain an appropriate number of trash containers and arrange for disposal of all waste materials. Any materials and personal property or items of any nature whatsoever remaining on the premises after the duration of this permit shall be considered to be intended for discarding and/or other disposal by City. Permittee waives any and all rights or interests if may have in such property. All grounds, facilities, and fixtures shall be restored to their original condition and to the satisfaction of the City, reasonable wear and tear expected. Permittee will be charged and agrees to pay City **\$500.00 (Five Hundred Dollars)** per day for each day beyond the permit agreement in which the said premises are not fully cleaned and restored. Permittee further agrees to pay all costs incurred by the City in restoration of the premises due to Permittee's failure to do so on or before the day of **May 19, 2016**. Permittee is solely responsible for making all arrangements for cleanup and restoration of the premises during the duration of this permit.
(SEE SUPPLEMENTALS, PAGE 6, No. 4)
16. In the event that the premises or any portion thereof used during the term of this permit shall be damaged by the act of default or negligence of the Permittee, or of the Permittee's agents, employees, patrons, guests, or any other person admitted to said premises by Permittee, Permittee will pay to the City upon demand such sums as shall be

PARK USE AGREEMENT

necessary to restore said premises to their present condition.

17. The Permittee agrees to use the premises for not other use than that specified herein. The Permittee shall not assign this permit or any part thereof without written consent of City. In the event consent is granted to assign, the Permittee shall not permit any assignee or to engage in conduct prohibited to the Permittee by the terms of this agreement.
18. Permittee will notify City in writing no later than thirty (30) days prior to their scheduled event of any cancellation. When City receives written notice, this permit will become null and void, and the City will retain twenty percent (20%) of all rental fees. City will also be entitled to deduct and retain any costs incurred as a result of Permittee's actions. City retains the right to cancel any event in the interest of public safety, health, or welfare and/or upon the Permittee's failure to uphold the terms of this agreement. No refund will be issued to the Permittee in the event of cancellation due to the Permittee's failure to comply with the terms of this permit.

Dated this _____ day of _____, 2016

CITY OF DE PERE

BY: _____
 Marty Kosobucki
 Director of Parks, Recreation and
 Forestry

BY: _____
 PERMITEE

*** See following Page 6 through Page 8 for Supplementals to this Agreement.**

SUPPLEMENTALS: (A)

PARK USE AGREEMENT

1. Event attendees may be required to park off-site. If required, it will be so noted as **Required / Not Required** (circle one). Permittee will secure a site for approximately # vehicles to park on-site or provide shuttle transportation to and from the Fairgrounds. The lower boat launch must remain open to the public at all times during your event. It will be the Lessee's responsibility to provide clean up and security at the off-site parking area. The parking process will be noted on all printed items-posters, mailers, tickets, etc. to inform the public prior to the event.
2. Vendors and scheduled worker with appropriate permits or passes will be allowed to park on the premises.
3. If for any reason any event attendee's vehicles (other than vendors and event staff workers) are permitted to park on the Fairgrounds property, a \$ /car/day event parking fee will be collected at the gate by the Permittee. If parking fees are collected, they will be accounted for and maybe paid (0 %) to the City upon the conclusion of each day's events.
4. Permittee will provide a cleaning crew to keep the grounds cleaned throughout the duration of the event. Permittee will provide all cleaning supplies for the entire event. Permittee will provide dumpsters at their costs for the disposal of all event waste. Permittee will also arrange with waste removal company at their cost for disposal of cooking grease after event.
5. Permittee will inform all Vendors that they are not to discard cooking grease on the park grounds, drains or on any grass areas-cooking grease will be disposed of properly off-site (see # 4 above). Permittee is responsible to ensure all food vendors comply with all local requirements, including obtaining all permits necessary to operate.
6. Permittee estimates an attendance of approximately 1200 persons each day.
7. Permittee will be responsible to provide adequate security at all times throughout the event. Permittee will contract with the De Pere Police Department to determine the number of law enforcement or private security personnel necessary to manage the event.
8. Permittee will inform all Vendors of the NO GLASS BEVERAGE BOTTLES policy on the premises. Glass bottled beverages are not allowed to be sold on the premises.

PARK USE AGREEMENT

SUPPLEMENTALS: (B)

The City of De Pere and the State of Wisconsin have adopted a new fire prevention code that has increased requirements for those who may be cooking at assembly events. The city has adopted the International Fire Code in its entirety.

De Pere Fire Rescue will be enforcing these more stringent regulations on the vendors at any assembly function. We would like to recommend you review the following to assure that your operation will be allowed to continue during the event.

- 1) Tents or Canopies. Must be proper, labeled, and listed for use. Any fabric or other product not approved for use may not be used. When cooking with open flame, charcoal, or a fryer the equipment must be 3' outside the drip edge of the material. No heating equipment may be closer than 3' to the fabric.
- 2) Structural stability. Any tent, canopy, or air-supported structure must be adequately roped, braced, and anchored to withstand the elements of weather.
- 3) Clear access. A twelve-foot clear width access must be provided as a corridor between rows of stands and at the ends. This dimension is in addition to any guy ropes and other protrusions into this space. Corridor rows must be arranged so as to provide a clear path to the means of egress. The layout is subject to the approval of the fire department.
- 4) Combustible materials. No combustible products such as hay, straw, or shavings may be located within the fabric enclosure. All combustible materials that could create a fire hazard must be kept at least 20' from the structure.
- 5) Fire extinguishers. Any booth cooking or heating will be required to have a minimum 5-pound ABC dry chemical fire extinguisher. Any vendor using a deep fat fryer must provide a type 'K' extinguisher for their booth.
- 6) Pressurized cylinders. Any pressurized cylinders must be securely fastened in such a way that there is no possibility of tipping them over. (This includes all CO₂ and LPG tanks.) Propane tanks must be 5' from any tent; hoses may need to be longer depending on equipment placement. (e.g. 5' + 5'[in tent]=10')
- 7) Gasoline containers must have the proper covers and caps. Containers and vehicles must be at least 50' from any open flame devices.
- 8) Electrical cords. All cords must be listed and approved for use. All cords must be in good condition and may not be spliced, extended beyond manufactured length, or multiplied beyond the current carrying capacity. Cords should be secured so they do not constitute a tripping hazard.

PARK USE AGREEMENT

- 9) Eating areas. Food may not be cooked within 15' of a fabric assembly area where customers are seated to consume the food or watch entertainment. A 15' separation must be maintained between cooking equipment and other structures. This separation must consist of a break between the fabric-covered areas.

SUPPLEMENTALS: (C)

The director of parks, recreation & forestry, or designee ("director"), may, in conjunction with the issuance of a permit under Section 30-6 of Ordinance #11-08:

- 1) Approve a request by permittee to charge a fee for the parking of vehicles at the event provided that:
 - a) the City receives 50% of the net parking revenue not to exceed \$2.00/vehicle;
 - b) the permittee provides the director with a written parking plan and schematic for review and approval at least 30 days prior to the event.
- 2) Approve a request by a permittee hosting a multiple, consecutive day event, to remain in the park during closed hours, including overnight, for purposes of security. In granting such permission, the director may impose conditions that are including, but not limited to, the following:
 - a) ingress and egress to area of overnight use shall be allowed at all times;
 - b) no campfires, open flame, lit-charcoal or other outside burning shall be allowed;
 - c) the area of overnight use shall be kept neat and orderly with covered trash receptacles provided and maintained by permittee;
 - d) no outside display or storage of laundry is permitted;
 - e) no tents will be permitted;
 - f) all gray and black water shall be disposed of at a permitted facility.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: December 17, 2015

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Approval to accept \$1,200 donation from a De Pere Citizen. *

The De Pere Community Center was offered a \$1,200 donation from Clara Petasek, a member of our community, who regularly attends programs at the Community Center. She loves coming to the Community Center and wishes to give back to the community who has helped her. Her donation would be earmarked for programs, supplies or items to benefit the Community Center and program participants. Staff is seeking approval from the Board of Park Commissioners to accept this wonderful donation.

Thank you for your time and consideration.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: December 17, 2015

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Review and Approve Advertising in Department Brochures and Postcards.*

In order to help curb or potentially eliminate costs entirely for the printing and mailing of our department brochures and postcards, we would like to work with a company in soliciting business advertising in our brochures and on the postcards. There is great potential to cover our costs entirely through advertisement, thus saving approximately \$10,500 per year.

The company's responsibilities would include:

- Create introduction letter and provide advertising promotion sheet to City for mailing to businesses
- Solicit area businesses for advertising sales (from list approved by City staff)
- Coordinate design of postcards and brochures with department/place ads in brochure and on postcard in full-color design
- Print and mail postcards; print copies of brochures and distribute to City
- Invoice businesses - company retains money for ads

The city's responsibilities would include:

- Coordinate with Water Dept., De Pere Chamber and Definitely De Pere to obtain business mailing list
- Mail out introduction letter and advertising promotion sheet to area businesses
- Screen out businesses that would not be appropriate for advertising such as taverns, etc.
- Design brochure/postcards and provide files to printing company
- Distribute brochures to select City locations for resident pick up

Our department would work directly with the printing company in developing the brochure and ad placements. This cooperative effort will definitely save staff time, decrease costs and provide a professional finished product. Our goal is to not only increase awareness of program offerings, but also encourage support of local businesses as well as provide a savings to the City.

Thank you for your time and consideration.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: December 17, 2015

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consider and Approve Grant from KABOOM for Optimist Playground.*

ATTACHMENTS:

- GRANT (PDF)

Dr Pepper Snapple Group – KaBOOM! 2015 Let's Play Construction Grant Program Grantee Letter of Agreement

«**Organization_name**» ("Grantee") is hereby awarded a grant of **\$9,000** by KaBOOM!, and a discount of \$6,000 from a preferred vendor, to apply toward the creation of a playground under the terms and conditions stated in this Letter of Agreement (LOA). Failing to comply with any of the requirements stated in this LOA or providing false information may result in forfeiture of this grant.

Scope of Project

1. The final Build Day on which the playground is constructed and fully completed must be on or before **November 14, 2016**
2. The playground must be built using the KaBOOM! community-build model, defined in summary here as the method of using community volunteers to plan for, design, fundraise for, and build a community playground.
3. \$9,000 will be applied toward the purchase of playground equipment from any one of the following Preferred Vendors: BCI Burke, Landscape Structures, Inc, Miracle Recreation Equipment Company, or Playworld Systems. **Grantee must work directly with a local representative of the selected Preferred Vendor.**
4. The total playground equipment expenditure for this project from the single manufacturer toward whom this grant is applied must be no less than \$24,000 and no more than \$40,000 inclusive of grant monies.

Disbursement and Verification of Grant Funds

5. Grantee must alert KaBOOM! when they are prepared to purchase their equipment so that KaBOOM! can contact the vendor's national headquarters to apply the \$6,000 equipment discount.
6. Grant funds will be disbursed directly to the equipment manufacturer selected by the Grantee, once the Grantee has submitted the following documentation to KaBOOM!:
 - a) An invoice verifying the amount of the equipment order, showing that the grantee has paid their balance.
 - b) Verification that the equipment has been delivered to the Grantee
 - c) Submit proof of funds raised for the project (verified through a bank statement or copy of check to vendor)
 - d) A final invoice showing the equipment order, the Grantee's payment, and a remaining balance of \$9,000.
 - e) Final survey is completed.
7. In the event that KaBOOM! submits payment of grant funds to equipment manufacturer, for purchase of playground equipment on behalf of Grantee based on information provided by Grantee and Grantee does not complete a playground build, Grantee will reimburse KaBOOM! for the amount of the payment.
8. During any time of the grant program the grant can be withdrawn due to incomplete benchmarks during the planning process.

Ongoing Participation of the Grantee During the Grant Period

9. Grantee agrees to meet the timelines established for the submission and/or completion of the following key project benchmarks. In the case of submissions of reports or documents, they should be sent to the

attention of the KaBOOM! Grants Manager. Failure to submit any such report by the appointed deadline may result in forfeiture of the grant.

- a) Grantee must sign this LOA and return a signed, copy to KaBOOM! by **December 5, 2015**.
- b) Grantee must submit a 3 month, 6 month and 9 month status report. The guidelines and format to be provided to the grantee by KaBOOM!
- c) At least 4 weeks prior to the Build Date, grantee must place equipment order directly with the local representative of the equipment manufacturer and submit proof of playground equipment order in the form of an **itemized equipment invoice (Purchase order)** from the representative.
- d) At least 4 weeks prior to the Build Date:
 - i. Grantee must submit their **Build Day Plan of Action** report, outlining the roles and responsibilities of all community volunteers, along with time breakdowns illustrating how volunteers will be engaged in the build day process from the kick-off to the ribbon-cutting.
 - ii. Grantee must submit a **programming plan** detailing how different segments of the community will use the playground at different times.
 - iii. Grantee must submit an ongoing **maintenance plan** detailing how the playground will be maintained, who will conduct the maintenance, and how the maintenance plan will be budgeted.
- e) No later than 2 weeks after the Build Date:
 - i. Grantee must submit the equipment invoice showing the equipment order, their payment, and a remaining balance of \$9,000.
 - ii. Grantee must submit Grantee Completion Report. A portion of the report consists of a post-build survey, which will be provided by KaBOOM!. In addition, the grantee must include a project summary, photographs, and media stories that document the project's progress and execution. **Payment will not be sent to the equipment vendor until all Post Build documents are received.**

The grantee must:

10. Agree to purchase playground equipment from a KaBOOM! Preferred Vendor.
11. Participate in regularly scheduled planning calls.
12. Complete steps of planning by established timelines (this will be provided to selected grantees).
13. Submit proof of funds raised for the project (grant funds will only be released at this time).
14. Post new pictures and information on the Map of Play after the playground is completed.

Partner Recognition

15. Grantee must send out the preapproved press release template to a minimum of one local media outlet. Reference to the Dr Pepper Snapple Group – KaBOOM! grant program and their sponsorship in other forms such as newsletters, web stores, or other promotional materials is subject to review and approval.
16. All grantees will automatically be signed up to receive information by email from Let's Play. If requested, grantee agrees to collaborate with a representative from the Dr Pepper Snapple Group to plan and host a grant award presentation, prior to, on, or just following their Build Day.

Certification Requirements

17. Grantee agrees to purchase only surfacing that meets ADA Guidelines (Americans with Disabilities Act), is IPEMA (International Play Equipment Manufacturers Association) certified and meets and/or exceeds the standards set forth by ASTM (American Society for Testing Materials) and CPSC (Consumer Product Safety Commission).
18. Grantee warrants that the organization/municipality currently has, and will maintain for the life of the playground, Commercial and General Liability insurance providing coverage against liability for bodily injury, death and property damage which may rise out of or be based upon the use of the playground; and Worker's Compensation insurance policies, in amounts not less than one million dollars

(\$1,000,000.00). Grantee must also include KaBOOM! and Dr Pepper Snapple as additional insured and needs to submit documentation by December 5, 2015.

19. Grantee will look solely to Vendor for performance of, and for payment and/or satisfaction of any obligation or claim arising out of, or in connection with, this Agreement and hereby covenants that it will not assert any claims against KaBOOM!, Inc. or any of its affiliates, nor look to KaBOOM! or any such affiliates for satisfaction of any such obligation.
20. Grantee must ensure that an installer representing the selected manufacturer will be on site on Build Day to oversee the installation of the playground and to review the playground structure to ensure that it is safe and built to all appropriate standards and guidelines. Grantee acknowledges that neither KaBOOM!, Dr Pepper Snapple Group nor their respective officers, directors, employees, or agents are in any way responsible or liable for action, inaction or negligence of the playground installer. In the event that the Build Day is delayed or not completed on the scheduled day, Grantee acknowledges that it will be the responsibility of Grantee to secure an installer representing the selected equipment manufacturer to review the completed playground.

Indemnification

21. By accepting the Grant, the Grantee acknowledges that neither KaBOOM! nor DPS nor their respective subsidiaries and affiliates, and their officers, directors, employees or agents shall be liable for any acts, omissions, injuries, errors or damages, whether direct, indirect, incidental or consequential, associated with the use of the Grant funds or the Grant sponsored project. The Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless KaBOOM!, DPS and its subsidiaries, and their respective officers, directors, employees and agents, from and against any and all claims, liabilities, losses, damages (including incidental, consequential, special and punitive damages) and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of the Grantee, its employees, or agents, in applying for or accepting the Grant, in expending or applying funds furnished pursuant to the Grant or in carrying out the Grant sponsored project, except to the extent that such claims, liabilities, losses, damages or expenses arise from or in connection with any willful misconduct of KaBOOM!, DPS, their respective subsidiaries and affiliates, and their respective officers, directors, employees or agents.

General

22. KaBOOM! has the sole right, at its discretion, to waive or postpone any deadline or requirement stipulated in this Letter of Agreement.
23. Grantee agrees to have their contact information shared with representatives from the Dr Pepper Snapple Group for award purposes.

I have read and attest that my organization is willing to comply with the Dr Pepper Snapple Group - KaBOOM! Let's Play Construction Grant requirements outlined in the Letter of Agreement.

Please return a signed copy of this Letter of Agreement to: ATTN: Naudy Martinez, KaBOOM!, 4301 Connecticut Avenue, Suite ML-1, Washington, DC 20008 -or- electronically to nmartinez@kaboom.org

_____ Authorized Signature for Challenge Grantee	_____ Date	_____ Printed Name
_____ Name of Challenge Grantee Organization		_____ Job Title
_____ Phone Number	_____ Fax Number	_____ E-Mail Address
_____ Mailing Address	_____ City	_____ State Zip

Federal ID #	Non-profit Status (e.g. 501(c)(3))
KaBOOM! CFO	Date George T. Megas
KaBOOM! 4301 Connecticut Ave., NW Suite ML-1 Washington, DC 20008 202.659.0215 fax: 202.659.0210	

SAMPLE

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: December 17, 2015

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Dog Park

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: December 17, 2015

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Pool Location Study

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: December 17, 2015

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Optimist Park Playground
