



Board of Park Commissioners

Regular Meeting

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

Revised Agenda

Thursday, March 15, 2018

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 **March 15, 2018** 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 the 2-15-18 Meeting.
2. Approve Brown County Ice Management Quarterly Report
3. Approval to Apply for 2018 WI Regional Planning Commission and DNR Tree Planting Grant*
4. Consider Grant Application to WDNR for Renovation of Bomier Boat Launch.*
5. Consider Action with Use of Old Diamond Lights from Optimist Park.*
6. Consider Lease Agreement with WDNR for Property Next to Bomier Boat Launch.*

III. Staff Updates

1. Lifeguard staffing at outdoor pools
2. Southwest Park Playground update
3. Youth group funding
4. Voyageur Park Bandshell
5. Aquatic Center Design

IV. Future Agenda Items

V. Public Comment Period

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.

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.

Board Members
Alderpersons
Mayor Michael J. Walsh
Larry Delo, City Administrator
Judy Schmidt-Lehman, City Attorney
Marty Kosobucki
Shana Ledvina, City Clerk
City Hall 1st and 2nd Floor
John Zegers, WDP High School District
Ella Buboltz, Teen Advisor
Don Chilson, Brown County Ice Mgmt.
Bruce Duevel, De Pere Baseball

De Pere Youth Hockey
Tod Maki, De Pere Select Soccer
De Pere Area Chamber of Commerce
Definitely De Pere
Brown County Library – De Pere
TV & Radio Stations
De Pere Rapides Youth Soccer
De Pere Baseball
Ben Villaruel, De Pere School District
Lydia McMorrow, Teen Advisor
Patrick Skalecki, GRAEF
Dale Rhodes, De Pere Select Soccer

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.

***All items marked with an asterisk will be forwarded to the Common Council.**

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: March 15, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approve Board of Park Commissioners Minutes from the 2-15-18 Meeting.

ATTACHMENTS:

- Draft minutes 2-15-18 (PDF)



Board of Park Commissioners

Regular Meeting

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

Draft Minutes

Thursday, February 15, 2018

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 George Brown

Attendee Name	Title	Status	Arrived
Ryan Jennings	Aldersperson	Present	
Larry Lueck	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
George Brown	Board Member	Present	
Sue Schinkten	Board Member	Present	
Randy Soquet	Board Member	Excused	
Bill Volpano	Board Member	Present	
Ella Bublotz	Teen Advisor	Excused	
Lydia McMorro	Teen Advisor	Excused	

II. Action Items

1. Approve Board of Park Commissioners Minutes from the 1-18-18 Meeting.

Bill Volpano made a motion to approve the Board of Park Commissioner's minutes from the January 18, 2018 meeting, seconded by Dean Raasch. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Jennings, Lueck, Raasch, Brown, Schinkten, Volpano
EXCUSED:	Randy Soquet

2. Review and Approve 2017 Recreation & Community Center Annual Report

Sue Schinkten made a motion to approve the 2017 Recreation and Community Center Annual Report, seconded by Bill Volpano. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Jennings, Lueck, Raasch, Brown, Schinkten, Volpano
EXCUSED:	Randy Soquet

3. Approve \$500 Donation from De Pere Optimist Club for Summer Day Camp T-Shirts*

Dean Raasch made a motion to accept a \$500 donation from the De Pere Optimist Club for Summer Day Camp T-Shirts, seconded by Sue Schinkten. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Jennings, Lueck, Raasch, Brown, Schinkten, Volpano
EXCUSED:	Randy Soquet

4. Approve donation of a Little Free Library at Kelly Danen Park by Girl Scout Troup 4679*

Dean Raasch made a motion to open the meeting to public comment at 6:32 pm, seconded by Sue Schinkten. Upon vote, the motion passed.

Attachment: Draft minutes 2-15-18 (6760 : Approve Board of Park Commissioners Minutes from the 2-15-18 Meeting.)

Girl Scouts Nicole Waystedt and Brooklynn Steier spoke on behalf of Skylar Schultz regarding the plans of building a Little Free Library at Kelly Danen Park.

Discussion followed.

Dean Raasch made a motion to return to regular order at 6:35 pm, seconded by Sue Schinkten. Upon vote, the motion passed.

Sue Schinkten made a motion to accept the donation of a Little Free Library at Kelly Danen Park by Girl Scout Troup #4679, seconded by Dean Raasch. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Jennings, Lueck, Raasch, Brown, Schinkten, Volpano
EXCUSED:	Randy Soquet

5. Consider replacement of bleachers at Ice Arena.*

Marty Kosobucki gave a brief history on the problems encountered with the bleachers at the Ice Arena. He stated in the agreement the city has with Brown County Ice Management, the city is responsible for all capital projects over \$10,000. The estimate received for customized bleachers is around \$150,000 and there are no budgeted funds for the replacement. Staff recommends pursuing the replacement of the bleachers, with Common Council making the decision on where the funding will come from.

Discussion followed.

George Brown questioned the timeline for replacing the bleachers.

Ryan Jennings questioned the option of renting bleachers, how much it would cost and the possibility of getting used or portable bleachers.

Dean Raasch questioned the long range plans for the building and other mechanical issues.

Dean Raasch feels alternatives to building new bleachers should be looked into but would recommend to council that they consider allocating the funds earmarked for the bandshell to help replace and put new bleachers into the ice arena.

Sue Schinkten agreed there is a need to replace bleachers but would not take money from other funds. She feels the funds should be taken from the ice arena account and look at other options to fund the difference.

Ryan Jennings realizes the bleachers need to be replaced, but feels there should be more research done to see what other alternatives exist other than to putting in new customized bleachers.

Dean Raasch made a motion to recommend to council to allocate money from the bandshell to help cover the cost of the bleachers, but also use the funds currently in the ice arena account, seconded by Larry Lueck.

Discussion followed.

Ryan Jennings would rather refer this back to staff with discussion next month.

Bill Volpano doesn't think the bandshell has been given enough time and there are other options available.

George Brown feels this really needs to be approved and to leave it up to council where funding comes from.

Dean Raasch amended the above motion to approve the replacement of the bleachers, but use the ice arena fund and for council to decide where other funding source would come from.

Larry Lueck further amended the motion to approve the replacement of the bleachers and allow council to figure out the source of funding. Dean Raasch

agreed to the second amended motion. Upon vote, the motion passed 5-1, with Ryan Jennings voting no.

RESULT:	ADOPTED [5 TO 1]
AYES:	Lueck, Raasch, Brown, Schinkten, Volpano
NAYS:	Ryan Jennings
EXCUSED:	Randy Soquet

6. Consider amendment to License Agreement with Fox River Tours.*

Larry Lueck made a motion to approve the amendment to the License Agreement with Fox River Tours, seconded by Dean Raasch.

Discussion followed.

Upon vote, the above mentioned motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Jennings, Lueck, Raasch, Brown, Schinkten, Volpano
EXCUSED:	Randy Soquet

7. Consider bids for Project 18 -12 Voyageur Park Playground surfacing.*

Dean Raasch made a motion to accept the bid from Bluemels in the amount of \$113,688.00 for the poured in place surfacing for Voyageur Park playground, seconded by Sue Schinkten. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Jennings, Lueck, Raasch, Brown, Schinkten, Volpano
EXCUSED:	Randy Soquet

8. Consider Revisions to Memorial Bench Program.

Don Melichar gave a brief background of the memorial bench and tree program. The revisions would make the program more official. It would also include the option for swinging benches.

Discussion followed.

Sue Schinkten made a motion to approve the revisions to the memorial bench program, seconded by Bill Volpano. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Jennings, Lueck, Raasch, Brown, Schinkten, Volpano
EXCUSED:	Randy Soquet

9. Consider allowing dogs at the Old Bridge approach park site.

Bill Volpano made a motion to approve allowing dogs at the Old Bridge approach park site, seconded by Sue Schinkten.

Discussion followed.

Upon vote, the above mentioned motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Jennings, Lueck, Raasch, Brown, Schinkten, Volpano
EXCUSED:	Randy Soquet

10. Consider Donation of Dog Waste Can at the Old Bridge Approach Green Space.*

Sue Schinkten made a motion to accept the donation of a dog waste can to be located at the Old Bridge Approach green space, seconded by Ryan Jennings. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Jennings, Lueck, Raasch, Brown, Schinkten, Volpano
EXCUSED:	Randy Soquet

11. Consider renovating Legion Tennis Courts to include Pickle ball courts.

Marty Kosobucki gave a summary of the renovation of the tennis courts at Legion Park. He stated there has been discussion of reconfiguring one tennis court into two pickleball courts. De Pere High School and the Recreation Department staff were contacted and both stated there would be no impact to them if this was done.

Dean Raasch made a motion to open the meeting up to public comment at 7:09 pm, seconded by Sue Schinkten. Upon vote the motion passed.

Ted Penn, Larry Horkman and David VanVeghel gave an explanation of pickleball, stating the sport is growing rapidly in the area and there is a need for outside courts. Currently there are only two outdoor facilities in the area and the only one with permanent courts is Fort Howard Park.

Discussion followed.

Bill Volpano made a motion to return to regular order at 7:16 pm, seconded by Ryan Jennings. Upon vote, the motion passed.

Bill Volpano made a motion to consider renovating one of the tennis courts at Legion Park and build two pickleball courts, seconded by Sue Shinkten.

Discussion followed.

Upon vote, the above mentioned motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Jennings, Lueck, Raasch, Brown, Schinkten, Volpano
EXCUSED:	Randy Soquet

12. Discussion on public comments regarding Aquatic Center.

13. Consider preliminary designs for Aquatic Center.

Marty Kosobucki gave an update on the Aquatic Center. He stated Common Council voted to not rescind the original vote of having one aquatic center and for the park board to continue with the design. However, Common Council did approve allowing the save the legion pool group until August to come to the park board and make a presentation on ways to save legion pool.

Discussion followed.

John McDonald, Recreation Supervisor, gave his recommendations and answered questions from the board regarding aquatic center options.

Design and amenities for the Aquatic Center were discussed at length. Marty Kosobucki will provide these recommendations to Graef for use in the new Aquatic Center design.

III. Staff Updates

1. Use of Old Diamond Lights from Optimist Park.

Marty Kosobucki stated the old lights from Optimist Park will be on the next board agenda. He contacted Rec Soccer and they are not interested in the lights. Select soccer

is interested; however they would like a contingency that the lighted field would be allocated to them.

IV. Future Agenda Items

V. Public Comment Period

Kelsey Steig was introduced as the new Recreation Department intern.

VI. Adjournment

Sue Schinkten made a motion to adjourn the meeting at 8:30 pm, seconded by Bill Volpano. Upon vote, the motion passed unanimously.

Respectfully submitted,
Grace Lahtela

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: March 15, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approve Brown County Ice Management Quarterly Report

ATTACHMENTS:

- DePere Ice Center Report 2-21-18 (PDF)
- DePere Dec-Feb 2018 (PDF)

Report 2/21/18

Bleachers, as you know have been removed now by the Parks and Recreation Department, and the process has begun to start replacing those bleachers. I thank Marty and the City for taking a serious look at the condition of the bleachers. It's a huge project that Marty and I have talked about how to budget for the last few years on getting them replace, I appreciate the effort the City is taking on to make sure there are bleachers available for next season.

As we start to close the current season, we still have a lot of skating left. Events coming to the area and using the ice center are USA Hockey National Championships April 5-9, Cheese Cup April 20-22 and April 27-29. We'll again be closing down the ice center for the months of May, June, July and August, bringing the ice back in the end of September in time for the Hockey season to begin again.

Rink equipment, all the motors and compressors are running fine; we have done some extensive work on the furnaces for the lobby and locker rooms, and also are continuing to run into issues with the bleacher heaters which have been ongoing. Each replacement part takes us to another replacement part that is in need of repair or replacement. There were also a few leaks in the boiler piping for the Zamboni room. The Bleacher heaters and boiler are very close to needing to be replaced.

The youth hockey group has been using the room up above the lobby for off ice activities the last several years, this season we have seen extensive damage from pucks there. Ceiling tiles have been broken, light covers broken and pucks shot through walls there. Next season we will most likely reconsider allowing that type of off ice activity in that area because of the damages.

Youth hockey was successful in filling 2 tournaments this season and brought 12 teams to town. They continue to grow their program numbers with try hockey free events, and overall have added 3 additional teams in the last 2 years.

Greater Green Bay Figure Skating club also has seen some increases in enrollment. Both groups are experiencing added interest in the last couple of week with the Olympic events.

Don Chilson
Cornerstone Community Center and DePere Ice Arena
CCC 920-403-2000/ DePere Ice Arena 920-425-1450

Cornerstone, 1640 Fernando Dr. DePere, WI 54115
De Pere Ice Arena, 1450 Fort Howard Ave. DePere, WI 54115

5:22 PM
02/20/18
Accrual Basis

De Pere Ice Arena Balance Sheet As of February 20, 2018

	Feb 20, 18
ASSETS	
Current Assets	
Checking/Savings	
1015 · Nicolet Bank	34,622.02
Total Checking/Savings	34,622.02
Other Current Assets	
1300 · Prepaid Expenses	6,390.10
1403 · Due from LIVE BARN	2,584.87
Total Other Current Assets	8,974.97
Total Current Assets	43,596.99
Fixed Assets	
1600 · Equipment	79,104.23
1610 · Accumulated Depreciation	-56,902.97
Total Fixed Assets	22,201.26
TOTAL ASSETS	65,798.25
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	67.76
Total Accounts Payable	67.76
Other Current Liabilities	
2105 Sales Tax Payable	111.21
2701 · Payable to/(Receivable fr) BCIM	6,529.10
Total Other Current Liabilities	6,640.31
Total Current Liabilities	6,708.07
Total Liabilities	6,708.07
Equity	
3900 · Unrestricted Net Assets	76,041.14
Net Income	-16,950.96
Total Equity	59,090.18
TOTAL LIABILITIES & EQUITY	65,798.25

Attachment: DePere Ice Center Report 2-21-18 (6751 : Approve Brown County Ice Management Quarterly Report)

3:09 PM

02/20/18

Accrual Basis

De Pere Ice Arena

Profit & Loss

June 1, 2017 through February 20, 2018

	Jun 1, '17 - Feb 20, 18	Jun 1, '16 - Feb 20, 17
Ordinary Income/Expense		
Income		
4003 · Advertising Revenue	1,087.50	1,650.00
4004 · Figure Skating	35,087.50	31,305.00
4004b · Kick-Synch	5,512.50	10,980.50
4005b · Ice Rental-Deacons	2,362.50	7,274.83
4007 · Ice Rental-Private		
4007i · De Pere High School	21,237.50	13,912.50
4007j · DePere Youth Hockey	31,091.45	27,637.72
Total 4007 · Ice Rental-Private	52,328.95	41,550.22
4007a · Non Contracted Ice	1,296.00	3,984.49
4008 · Ice Rental-SNC	4,987.50	5,468.75
4011 · Men's League	8,031.57	9,495.21
4012 · Misc	142.61	0.00
4013 · Open Skate/Open Hockey	1,401.09	687.61
4016 · Vending	12,383.71	13,642.80
Total Income	124,621.43	126,039.41
Expense		
5000 · Building Expense		
5000a · Repairs and Maintenance	17,577.59	14,774.91
5004 · Service Contracts	4,929.90	4,780.34
5005 · Zamboni	1,273.16	320.35
Total 5000 · Building Expense	23,780.65	19,875.60
5001 · Insurance Expense	10,800.00	10,800.00
5300 · Office Expense		
5300a · Bank Service Charges	111.00	85.60
5300d · Office Supplies	562.76	62.40
5300f · Telephone Expense	2,066.81	1,715.19
5300 · Office Expense - Other	0.00	250.00
Total 5300 · Office Expense	2,740.57	2,113.19
5400 · Payroll		
5400a · FICA Employer	3,025.49	2,958.94
5400c · Medicare Expense	800.52	715.27
5400d · Regular Earnings	23,615.13	23,799.82
5400e · Salaries	25,192.38	23,927.15
5400g · Payroll Processing Fees	425.00	450.00
Total 5400 · Payroll	53,058.52	51,851.18
5500 · Program Expense		
5500a · Advertising and Promotion	900.00	2,000.00
5500 · Program Expense - Other	0.00	115.00
Total 5500 · Program Expense	900.00	2,115.00
5600 · Utilities	34,432.05	35,344.65
5700 · Vending Expense	7,031.96	9,726.44
6000 · Depreciation Expense	8,828.64	8,456.20
Total Expense	141,572.39	140,282.26
Net Ordinary Income	-16,950.96	-14,242.85
Net Income	-16,950.96	-14,242.85

Attachment: DePere Ice Center Report 2-21-18 (6751 : Approve Brown County Ice Management Quarterly Report)

De Pere Ice Arena Profit & Loss

2.2.b

December 2017 through February 2018

Dec '17 - Feb 18

Ordinary Income/Expense

Income

4003 · Advertising Revenue	525.00
4004 · Figure Skating	33,162.50
4004b · Kick-Synch	5,512.50
4005b · Ice Rental-Deacons	2,362.50
4007 · Ice Rental-Private	
4007i · De Pere High School	21,237.50
4007j · DePere Youth Hockey	40,993.85
Total 4007 · Ice Rental-Private	62,231.35
4007a · Non Contracted Ice	1,371.00
4008 · Ice Rental-SNC	4,987.50
4011 · Men's League	3,663.49
4013 · Open Skate/Open Hockey	2,281.71
4016 · Vending	11,466.58
Total Income	127,564.13

Expense

5000 · Building Expense	
5000a · Repairs and Maintenance	6,915.33
5004 · Service Contracts	1,633.64
5005 · Zamboni	6,069.04
Total 5000 · Building Expense	14,618.01
5001 · Insurance Expense	3,600.00
5300 · Office Expense	
5300a · Bank Service Charges	41.15
5300f · Telephone Expense	672.61
Total 5300 · Office Expense	713.76
5400 · Payroll	
5400a · FICA Employer	1,101.23
5400c · Medicare Expense	265.81
5400d · Regular Earnings	9,357.08
5400e · Salaries	8,409.42
5400g · Payroll Processing Fees	125.00
Total 5400 · Payroll	19,258.54
5500 · Program Expense	
5500a · Advertising and Promotion	300.00
Total 5500 · Program Expense	300.00
5600 · Utilities	14,217.32
5700 · Vending Expense	4,526.50
6000 · Depreciation Expense	2,473.20
Total Expense	59,707.33

Net Ordinary Income

Net Income

67,856.80

67,856.80

Attachment: DePere Dec-Feb 2018 (6751 : Approve Brown County Ice Management Quarterly Report)

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: March 15, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Don Melichar

SUBJECT: Approval to Apply for 2018 WI Regional Planning Commission and DNR Tree Planting Grant*

This memo is to seek the Board of Park Commissioner's approval for the Forestry Department to apply for a tree planting grant through the WI RPC & DNR. This grant will be used to offset our budget for removal and replanting of ash street trees. Our department will plan to remove existing ash in the terrace in an area of De Pere and replace with a more diverse species assortment. Current policy is that homeowners are required to pay for any replacement of street trees, but with this grant we will be able to replace those for no cost to the property owner. Replacement of the ash in this manner will help to offset the imminent loss and cost of ash in our terraces due to Emerald Ash Borer. It will also facilitate a quicker and more cost effective replacement of tree crowns along the street. This will help to lessen heat islands and stormwater runoff as ash begin to decline over time. The total project cost will be \$33,050 with a split of \$9000 returned to the City for the cost of the trees. The additional costs are for labor and equipment which are already included in the department budget.

Thank you for your consideration in this matter. If you have any questions, concerns or comments, please do not hesitate to contact me.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: March 15, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consider Grant Application to WDNR for Renovation of Bomier Boat Launch.*

While our application is not completed yet, I would like to ask the Board of Park Commissioners to approve submitting to the Recreational Boating Facilities (RBF) program with the Wisconsin Department of Natural Resources (WDNR) for grant funding.

We recently received our approval of our Chapter 30 permit from the WDNR, which allows us to apply to the RBF grant program with the WDNR. Upon approval, we will forward the recommendation to City Council for a resolution.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: March 15, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consider Action with Use of Old Diamond Lights from Optimist Park.*

At the last Board of Park Commissioners meeting the board asked staff to investigate the installation of lights at Southwest Park for the purpose of soccer. In addition, staff was to consult with both soccer organizations. Here is what we were able to determine.

- The cost of installing the lights at Southwest Park would be approximately \$35,000. We would need to add an additional \$12,000 if we would like copper wire versus aluminum.
- I discussed the issue with De Pere Rapides Soccer and they indicated they would not be interested in participating in the cost of lights at Southwest Park.
- In talking with De Pere Select Soccer, they have indicated they would be interested funding the installation of lights. In lieu of the donation, they would like to have Field #1 permanently allocated to them as their field. (Note - this does not mean others could not use it.)

Based on the information we have, I believe the board has three decisions for considerations.

- Work with Select Soccer to install the lights at Southwest Park and accommodate requests from Select Soccer.
- Work with De Pere Baseball to use lights outside of the City for the use of youth baseball.
- Sell the lights according to our surplus property policy.

ATTACHMENTS:

- RE Optimist LIghts (TXT)

10881

From: Duevel, Bruce <Bruce.Duevel@gapac.com>
 Sent: Thursday, September 21, 2017 4:14 PM
 To: Marty Kosobucki
 Subject: RE: Optimist LIghts

Marty

The De Pere Baseball Board met last night and has a definite interest in the lights currently used at the De Pere softball field.

As our organization has continued to grow over the past 2-3 year at a rate of 30-50 kids a year we are running out of field space(daylight) to provide enough playing time for each kid in our program. As a result we have had to either increase the amount of players on a team or reduce the amount of games they play. This issue is at our younger ages, Little Slugger and Pee Wee level which play at the Quarry and Ledgeview parks. Increasing the team size and allowing less playing time for a team are both circumstances that don't align with De Pere baseball's vision; More kids to playing more baseball.

Our proposal is as follows:

Who will benefit from the lights?

Our Little Slugger and Pee Wee programs have the largest amount of kids. LS and PW games are being played at the two Quarry Parks and Ledgeview Park with no lights. Games are played M-Thursday 3 games a night in the spring and 1-2 games a night in the fall (less sunlight). If these light are secured our proposal is to work with the Town of Lawrence to install them on one of the Quarry fields. By doing so this would provide for one additional game in the spring each night and 1 additional game in the fall each night. It would also provide for De Pere baseball to expand the amount of teams allowed into their annual tournaments and play a game or two under the lights. At this time only a brief conversation regarding lights has been had with the Town of Lawrence, however, initial conversation with them indicates they are very interested in moving the process forward provided the lights can be secured. In the event the lights could not be installed at the Quarry fields, De Pere baseball would approach the Town of Ledgeview and propose they be installed at LV field.

How will the lights be installed?

The plan would be to work with a local contractor to install the lights. This would be paid for by De Pere Baseball.

When would De Pere baseball be looking to make this happen?

De Pere baseball would begin conversation with the Town of Lawrence after the lights have been secured. Installation engineering estimates would be pulled together in the upcoming months and plans to install would be projected in the upcoming year.

Is De Pere baseball willing to purchase the lights?

At this time De Pere baseball would intend that the light would be donated to

10881

our program. If
this is not an option De Pere baseball would entertain further conversations.

Marty is this enough info for your meeting? Would you like me to be present at the
meeting to answer
any additional questions?

Bruce

Attachment: RE Optimist Lights (6543 : Consider Action with Use of Old Diamond Lights from Optimist Park.*)

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: March 15, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consider Lease Agreement with WDNR for Property Next to Bomier Boat Launch.*

ATTACHMENTS:

- City DePere PublicAccessSiteLease_DMapproved (DOCX)
- Bomier Exhibit A (PDF)

Document Number

Document Title

State of Wisconsin
 Department of Natural Resources
 Box 7921
 Madison, WI 53707

LEASE OF STATE-OWNED PUBLIC ACCESS SITE

Section 23.09(10), Wis. Stats.
 Form 3700-008

THIS LEASE is made by and between the State of Wisconsin Department of Natural Resources (hereinafter referred to as “Lessor” or “Department”) and the City of De Pere, Brown County, a Municipal Corporation (hereinafter referred to as “Lessee”).

RECITALS

WHEREAS, the Lessor and the Lessee wish to provide adequate access to the Fox River for public use including boating, fishing, and day use;

WHEREAS, it is the policy of the Lessor to cooperate with local units of government in providing adequate access to the waters of this State;

WHEREAS, the land owned by the Lessor in the City of De Pere, located in Brown County, Wisconsin, described as the “Premises” below, and is known as the Bomier Boat Launch, provides an opportunity for boaters and fishers seeking access to the waters of the Fox River;

WHEREAS, Brown County is the owner and holder of a Trail Management Easement for the construction development, maintenance, repair, removal, replacement and operation of the State Trail by the Outagamie County Parks Department (hereinafter referred to as the “Trail Manager”);

WHEREAS, the Department may enter into this lease pursuant to Wis. Stat. §§ 23.09(2), 23.09(10) and section NF 1.48, Wis. Adm. Code;

NOW THEREFORE, for and good and valuable consideration and the mutual covenants herein set forth, the Lessor leases unto the Lessee the Premises, as more fully described below, for the purpose of constructing operating, maintaining, repairing, removing and replacing with state or federal grants-in-aid a public access to the Fox River.

I. PREMISES:
T23N, R20E, City of De Pere, Brown County, Wisconsin
 Section 27: Private Claim 35 (PC 35 ESFR).

II. TERM AND TERMINATION

A. This lease shall become effective on the 1st day of March 2018, and it shall terminate on the 28th day of February 2038. The Lessor and Lessee agree to terminate this lease upon the any transfer of fee title to the Premises.

It is understood that if undue hazardous or unfeasible conditions are discovered during the planning and engineering of the site, the Lessee may terminate this lease prior to accepting any state or federal

Recording Area

Return: Department of Natural Resources
 Bureau of Facilities & Land – LF/6
 P.O. Box 7921
 Madison, WI 53707-7921
 Attn: Closing Officer (CL-_____)

Parcel Identification Numbers (PIN):
 Private Claim 35(PC 35 ESFR)

Attachment: City DePere PublicAccessSiteLease_DMapapproved (6792 : Consider Lease Agreement with WDNR for Property Next to Bomier Boat

grants-in-aid.

The Lessor or the Lessee may terminate this lease for just cause by providing 90 days written notice to the other party of its decision and reason to terminate. In the event of termination, the Lessee shall surrender the Premises to the Lessor. Any improvements made by the Lessee shall become the property of the Lessor. The Lessee will assume compliance responsibility for any state or federal recreation grant fund assisted areas.

- B. The Premises subject to this lease is encumbered by federal or state railroad interest and subject to future restoration and reconstruction of the right-of-way for rail purposes consistent with Section 208 of the National Trails System Act Amendment of 1983, Publ. L. No. 98-11 (16 U.S.C. 1247(d)) or Wis. Stat. § 85.09, including possible termination of this lease, and subject to reservations, exceptions and leases, agreements and permits authorized by the former railroad company or the Grantor prior to the execution of this lease. Grantor shall provide written notice of the necessity for the reestablishment of railroad, which may result in the termination of this lease upon the discretion of the railroad. Grantee shall not materially change the grade or topography of the Premises. Grantee accepts the financial responsibility to move or modify its facilities and equipment should the Premises be subject to reversion to transportation use under the above-cited laws.
- C. This lease may be renewed for an additional 20-year period, upon mutual written agreement of the parties.

III. LESSEE'S USAGE

- A. Based on the availability of grants-in-aid, the Lessee shall develop, repair, replace, remove, construct, and maintain an access site for public use for boaters, anglers, hikers, swimmers, bird watchers, and other users of local public lands. The Lessee may regulate the Premises in a fashion that is not inconsistent with the Lessor's guidelines for uses of the area including swimming and discharge of firearms.
- B. The Lessee shall provide the Lessor with a 30 day written notice of any development and or construction plan of any scheduled work subject to the limitations on usage in Section IV unless such work is required or needed on an emergency basis.
- C. The Lessee shall comply with applicable state and local floodplain regulations.
- D. The Lessee shall comply with all State of Wisconsin Historical Society guidelines for development of the Premises.
- E. The Lessee shall:
 - 1. Maintain the Premises in a neat, safe, sanitary, and useable condition.
 - 2. Maintain responsibility for all maintenance duties and upkeep of the Premises.
 - 3. Provide fire protection in a manner to preserve and protect the property and public safety.
- F. The Lessee may post signs and posters along the Premises in order to delineate and locate the described lands for public use and to inform the public of the source of funds used for development and/or maintenance of the Premises.

IV. LIMITATIONS ON USAGE

- A. The Lessee shall obtain prior written approval from the Lessor for any development and/or construction of any structures or facilities prior to any alteration of the landscape.
- B. Any and all improvements made to the Premises shall be accessible to persons with physical disabilities.
- C. The Lessee may use the described area as a fee access area. The Lessee may require and enforce rules and regulations pertaining to user fee payments for boat launching, shore fishing and vehicles using a described parking area. The Lessee agrees that any and all fees charged to boaters and shore fishers shall not exceed the fee charged for daily entrance into State Parks and Forest Areas, unless a higher fee is approved by the Lessor under section NR 1.93, Wis. Adm. Code. Lessor vehicles will be exempt from any and all user fees while said vehicles and/or boats and trailers are being used on official business or official discharge of duties.
- D. The Premises is open for use to all members of the general public without regard to race, creed, marital status, color, sex, national origin, age, handicap, ancestry, sexual orientation, arrest record, or conviction record.

V. GENERAL

- A. Neither this lease nor any right or duty of the Lessee herein shall be assigned, transferred, conveyed, delegated, or contracted without the prior written permission of the Lessor.
- B. All notices or other writings this Lease requires to be given, or which may be given, to either Party by the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, prepaid and addressed as follows:
 - a. To the Lessor: Department of Natural Resources Trail Coordinator, 2984 Shawano Ave. WI, 54313. Phone Number: (920)622-5138,
 - b. To the Lessee: City of De Pere, Park & Forestry Department, 925 S. Sixth, De Pere WI 54115. Phone Number (920-339-4065)
 - c. The address to which any notice, demand, or other writing may be given, made or sent to any Party as above provided may be changed by written notice given by such Party as above provided.
- C. To the fullest extent permitted by law, the Lessee agrees to save, keep harmless, defend, and indemnify the Lessor and all of its officers, employees, and agents against any and all liability claims, and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (State or other) occurring in connection with or in any way incident to or arising out of the Lessee's occupancy, use, service, operation, or performance of work in connection with this lease. The Lessee shall be responsible for obtaining insurance for any improvements or structures located on the Premises.
- D. The Lessee acknowledges that it is an independent contractor and not an employee or agent of the Lessor.
- E. The Lessee shall have sole control of the method, hours worked, and time and manner of any performance under this lease other than as specifically provided herein. The Lessor reserves the right to inspect the premises for the purpose of ensuring that the performance is progressing or has been completed in compliance with the lease. The Lessor assumes no responsibility for supervision or direction of the performance of the lease to be performed by the Lessee or the Lessee's employee.

or agents. The Lessor further agrees that it will exercise no control over the selection and dismissal of the Lessee's employees or agents.

- F. Use of pesticides and herbicides shall only be allowed with the prior written approval of the Lessor which shall not be unreasonably withheld, delayed or denied. Any pesticides or herbicides used as part of a management plan must conform to the Forest Stewardship Council list found at <https://ic.fsc.org/en/our-impact/program-areas/forest-program/pesticides>. Lessee shall report to the Lessor (i.e. property manager), at least annually, the chemicals that are applied on the Premises including the date, product trade name, active ingredient(s) and corresponding CAS number(s) purpose, rate, location with a map, total area treated, and total amount of chemical used.
- G. In connection with the performance of any work under the lease, the Lessee agrees not to discriminate against any employee or applicant for employment because of age, handicap, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., race, religion, sex, color sexual orientation or national origin regarding employment, upgrading, demotion or transfer recruitment or recruitment advertising, lay off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Lessee agrees to take affirmative action to ensure employment opportunities for persons with physical disabilities.
- H. This lease shall be non-exclusive, and the Lessor retains the right to sell, lease or convey easements to one or more person(s), company(s) or entity(s); provided that any such subsequent use, lease or conveyance does not interfere with the rights granted hereunder.
- I. The Lessee shall secure and comply with all federal, state and local permits and licenses required for the construction, installation, operation, maintenance, repair, reinstallation, replacement, of the Premises including, without limitation, zoning, building, health, environmental permits or licenses and shall indemnify the Lessor against payment of the costs therefore and against any fines or penalties that may be levied for failure to procure or to comply with such permits or licenses as well as any remedial costs to cure violations thereof.
- J. The Lessee will not permit any mortgage, pledge, security interest, lien or encumbrance, including without limitation tax liens or encumbrances and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair maintenance or operation of the Premises or any portion of the leased premises.
- K. The provisions of Chapter NR 45, Wisconsin Administrative Code, remain applicable to the Premises. Pursuant to § 45.01(1), Wis. Adm. Code, the Lessor retains management, supervision, and control over the property for the purpose of enforcing Chapter NR 45, Wis. Adm. Code, when needed to protect the Premises.
- L. All rights, duties and responsibilities herein of the Lessee shall take effect upon the signature of the Lessee.
- M. Lessee's obligation to perform shall be limited to resources that the City of De Pere Board is reasonably able to provide and within the limits of available state and/or federal funds and if City funds are required to be appropriated to match any state and/or federal funds.
- N. This lease shall be binding on the parties hereto and their successors and assigns.

- O. This lease shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
- P. This lease sets forth the entire understanding of the Parties and may not be changed except by a written and recorded document executed and acknowledged by all Parties to this lease.
- Q. If any term or condition of this lease shall be deemed invalid or unenforceable, the remainder of this lease shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
- R. Enforcement of this lease may be by proceedings at law or in equity against any person or person violating or attempting or threatening to violate any term or condition in this lease, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this lease, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

END OF CONDITIONS

IN WITNESS WHEREOF the Lessor has caused this instrument to be executed on its behalf this ____ day _____, 2018.

State of Wisconsin
Department of Natural Resources
For the Secretary

By _____ (SEAL)
Terry H. Bay
Facilities and Lands Bureau Director

State of Wisconsin)
) ss.
County of Dane)

Personally came before me this _____ day of _____, 2018, the above named Terry H. Bay, Facilities and Lands Bureau Director, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

*
Notary Public, State of Wisconsin
My Commission (expires)(is) _____.

Attachment: City DePere PublicAccessSiteLease_DMapproved (6792 : Consider Lease Agreement with WDNR for Property Next to Bomier Boat

IN WITNESS WHEREOF the Lessee has caused this instrument to be executed on its behalf and accepts the terms and conditions this _____ day of _____, 2018.

City of De Pere
Brown County

By _____ (SEAL)

*Marty Kosobucki
Director, Parks, Recreation and Forestry

State of Wisconsin)
) ss.
Brown County)

Personally came before me this _____ day of _____, 2018 the above named Marty Kosobucki, Director of Parks, Recreation and Forestry for the City of De Pere, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said City of De Pere.

*
Notary Public, State of Wisconsin
My Commission (expires)(is) _____.

Attachment: City DePere PublicAccessSiteLease_DMapproved (6792 : Consider Lease Agreement with WDNR for Property Next to Bomier Boat

CONSENT TO EASEMENT

In Witness Whereof, BROWN COUNTY, c/o Troy Streckenbach, County Executive, Northern Building, 305 E. Walnut St., Room 120, Green Bay, WI 54301, being the holder of an easement interest, which is for the construction, operation and management of the Fox River State Trail by virtue of said Easement between the State of Wisconsin Department of Natural Resources and Brown County as Document No. 1769733 recorded on August 28 , 2000 and recorded as Document 1863037 recorded on December 21, 2001 in Brown County Records against said Premises, does hereby acknowledge, join in and consent to this access permit on this _____ day of _____, 2018.

Troy Streckenbach
Brown County Executive

State of Wisconsin)
) ss.
Brown County)

Personally appeared before me this _____ day of _____ 2018, the above named Troy Streckenbach, County Executive to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

*

Notary Public, State of Wisconsin
My commission (expires) (is) _____

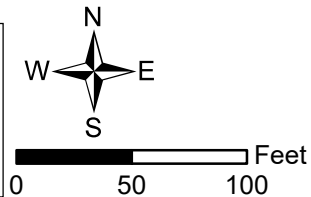
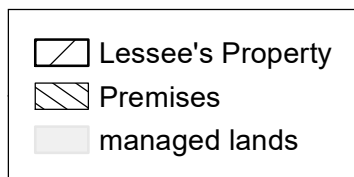
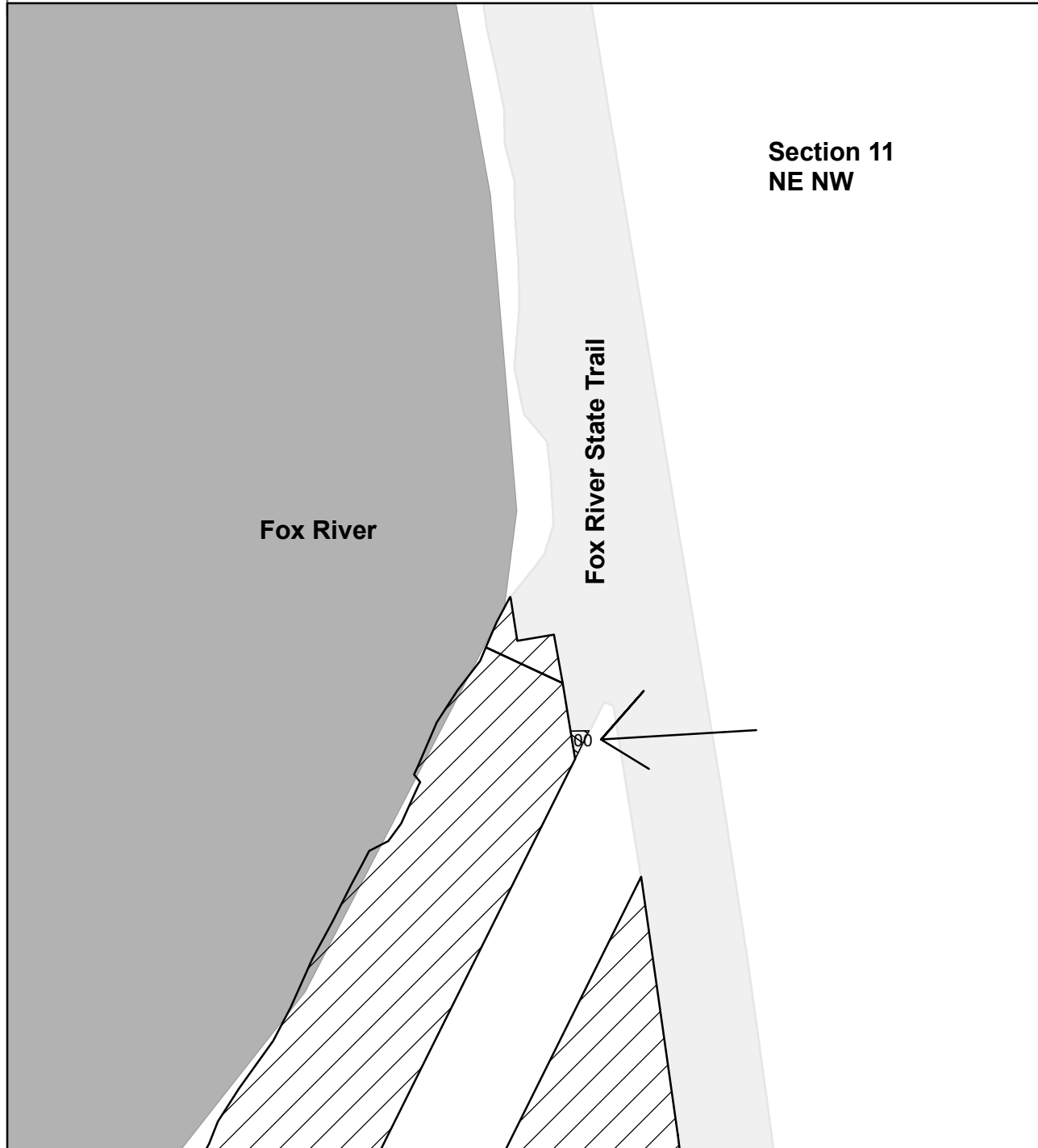
This instrument drafted by:
State of Wisconsin
Department of Natural Resources

INSERT EXHIBIT “A”

Exhibit A

T23N, R20E, City of De Pere, Brown County

This exhibit is not to scale, and the data set forth hereon has been obtained from various sources and is of varying, age, reliability and resolution. This exhibit is for illustrative purposes only. No warranty, expressed, or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this exhibit. In the event of any conflicts between the Lease to which this exhibit is attached and this exhibit, the Lease shall control.



Created: February 12, 2018 RLK
Real Estate Bureau Facilities and Lands

Attachment: Bomier Exhibit A (6792 : Consider Lease Agreement with WDNR for Property Next to Bomier Boat Launch.*)

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: March 15, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Lifeguard staffing at outdoor pools

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: March 15, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Southwest Park Playground update

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: March 15, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Youth group funding

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: March 15, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Voyageur Park Bandshell

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: March 15, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Aquatic Center Design
