



Board of Park Commissioners

335 South Broadway

Regular Meeting

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

Revised Agenda

Thursday, February 18, 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 **February 18, 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 1-21-16.
2. Approval to Accept \$500 Donation from De Pere Optimist Club.*
3. Approval to Accept \$500 Donation from De Pere Optimist Club for Easter Egg Hunt.*
4. Approval of Donation for Big Rig Gig Event in May.*
5. Consider request from De Pere Rapides to have soccer fields ready by May 1.
6. Consider donation request from De Pere Baseball to install batting cage at Southwest Park.*
7. Approve agreement with De Pere Baseball to allow placement of shed at Southwest Park.*
8. Approve recommendation to proceed with Parkour contract.*
9. Approve recommendation to proceed with Henna contract.*
10. Approval of New Event - Swim in Cinema.
11. Approval of Recommended Special Events at Pools.
12. Brown County Ice Time Management 2nd Quarter Report.
13. Approval of West De Pere Facilities Use Agreement.*

III. Public Comment Period

IV. Future Agenda Items

V. Staff Updates

1. De Pere Area Men's Club Easter Egg Hunt Donation.
2. Voyageur Boat Dock Grant.
3. Review Optimist Park Playground and Softball Field.

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

Marty Kosobucki

John Zegers, WDP High School District

De Pere Rapides Soccer

De Pere Men's Club

JX Peterbilt/JX Enterprises

Project Entertainment LLC DBA FunFlicks

De Pere Youth Hockey

Tod Maki, De Pere Select Soccer

Shana Defnet, City Clerk

City Hall 1st and 2nd Floor

De Pere Area Chamber of Commerce

Brown County Library De Pere

TV & Radio Stations

Ben Villaruel, Unified School District

De Pere Baseball

De Pere Optimist Club

Wisconsin Parkour LLC

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: February 18, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approve Board of Park Commissioners Meeting Minutes 1-21-16.

ATTACHMENTS:

- Draft Minutes 1-21-16(PDF)



Board of Park Commissioners

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Thursday, January 21, 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	Alderman	Present	
Larry Lueck	Alderman	Excused	
Lisa Rafferty	Alderman	Present	
George Brown	Board Member	Excused	
Sue Schinkten	Board Member	Present	
Randy Soquet	Board Member	Present	
Bill Volpano	Board Member	Present	
Rachel McMorrow	Teen Advisory	Present	
Krista Abrahamson	Teen Advisory	Present	

II. Action Items

1. Approve Board of Park Commissioners Minutes from 12-17-15.

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

2. Approval to Accept Donation from American Transmission Company (ATC) for use in the Urban Orchard program.*

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

3. Approval to accept Tree Donation from the GB Packers, WDNR, GB Packaging & SCA.*

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

4. Review and Approve 2015 Community Center 4th Quarter Report

Attachment: Draft Minutes 1-21-16 (4373 : Approve Board of Park Commissioners Meeting Minutes 1-21-16.)

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

5. Review and Approve Recommended Changes to Summer Park Playground Program

Jenny Hammes, Recreation Supervisor took questions from the board in reference to the changes to the Summer Park Playground Program. Jenny reviewed the changes with the board.

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

6. Review and recommend consultant for completing the Aquatic Facility Location Study.*

Marty Kosobucki reviewed the proposals, timelines and rankings for the Aquatic Facility Location Study with the board. Marty took questions from the board in reference to the study.

Randy Soquet made a motion to accept Vierbicher for the consultant to complete the Aquatic Facility Location Study, seconded by Sue Schinkten.

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

7. Review and recommend locations for Aquatic Center Location Study.

Marty Kosobucki spoke with the board about the different locations for the study and took questions for the board. There was a lengthy discussion on what locations should be included in with the study.

Lisa Rafferty made a motion to evaluate VFW, Legion, Voyageur and Jim Martin Parks with the option for two other sites as identified by the consultants, seconded by Randy Soquet.

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

III. Public Comment Period

None

IV. Future Agenda Items

None

V. Staff Updates

1. Optimist Park Playground Committee Update

Marty Kosobucki reported on the Optimist Park Playground Committee. Marty reported they would be having a Design Session at the Swan Club on February 24 from 5:00 p.m. to 6:30 p.m. They are going to be inviting the neighborhood around Optimist Park to be a part of the session.

2. Donation Listing for 2015

VI. Adjournment

Sue Schinkten made a motion to close the meeting at 7:12 p.m., seconded by Randy Soquet.

Respectfully submitted,
Debbie Zierson

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: February 18, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Approval to Accept \$500 Donation from De Pere Optimist Club.*

On behalf of Cindy Lee, Activity Coordinator, staff is seeking the Board of Park Commissioner's approval for the De Pere Community Center to accept a donation of \$500 from the De Pere Optimist Club towards t-shirts for our Summer Day Camp. This is the 8th year the De Pere Optimists have sponsored our t-shirts.

The Optimist Club would be recognized as a sponsor of our t-shirts with their logo on the back of the shirts.

Thank you for your time and consideration.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: February 18, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Approval to Accept \$500 Donation from De Pere Optimist Club for Easter Egg Hunt.*

The De Pere Optimist Club would like to donate \$500 to the Community Center for the Easter Egg Hunt, which is a special event open to children ages 2-9 and is scheduled for Saturday, March 26, 2016. Like past years, the De Pere Optimist Club has co-sponsored this event by providing staff and a monetary donation to help cover some of the costs of candy, prizes and craft supplies.

In past years this event cost approximately \$600 - \$700 to run. We are anticipating costs to be in that same range for this year. The donation from the De Pere Optimist Club, in addition to the donation from the De Pere Area Men's Club, previously approved, would help cover most of the costs associated with this event. Therefore, on behalf of Lori Tonn, Senior Program Coordinator, staff is seeking Board of Park Commissioner's approval to accept the De Pere Optimist Club's donation of \$500 to the Easter Egg Hunt.

Thank you for your time and consideration.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: February 18, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Jenny Hammes

SUBJECT: Approval of Donation for Big Rig Gig Event in May.*

The De Pere Parks, Recreation and Forestry Department recently received a donation for \$300.00 from JX Peterbilt/JX Enterprises to be used for the Big Rig Gig Event on May 13, 2016. The \$300.00 will be used for promotion of the free event and a radio spot during the Big Rig Gig. JX Peterbilt/JX Enterprises is located in De Pere and sponsored the event last year.

Staff is recommending the Board of Park Commissioners accept the donation of \$300.00 for the Big Rig Gig.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: February 18, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consider request from De Pere Rapides to have soccer fields ready by May 1.

We have met several times over the past few years with De Pere Rapides about the ability to get soccer fields ready by May 1 so that their participants can practice. The main factor in our inability to prepare fields by May 1 is we lack the quantity of staff at this time to effectively complete the tasks. Typically at this time of the year, we have very few (if any at all) seasonal staff working during this time. In addition, during this time our grass is growing at an extremely fast rate. We are typically incurring overtime expenses to have staff attempt to keep up with the growth of grass. We do not believe we can justify pulling staff from lawn mowers at this time of the year, or incur overtime expenses for having staff layout lines for practice.

In reviewing the issue, I think the best alternative would be to find a contractor willing to layout and paint lines prior to May 1 and have the soccer group cover the cost. I should also elaborate we would not be in favor of lining fields at Southwest Park prior to May 1 in an effort to maintain their quality for their actual season.

ATTACHMENTS:

- DPRYS - Feb Agenda (PDF)



February 5, 2016

MARTY KOSOBUCKI
 PARKS, RECREATION & FORESTRY DIRECTOR
 CITY OF DE PERE
 925 S SIXTH STREET
 DE PERE, WI 54115

RE: FEBRUARY PARKS BOARD MEETING

Dear Marty:

On behalf of the De Pere Rapides Youth Soccer (DPRYS) Club Board I am requesting our club to be on the agenda for the next Parks Board meeting. As you are aware, we have made requests to the Parks Department over the past several to have soccer fields lined and ready by May 1st. Each year the Parks Department attempted to meet our needs but failed. After multiple discussions/meetings between DPRYS and the City Parks Department, it has been concluded that the City's Parks Department does not have enough resources to meet our needs. We would like to state our case to the Parks Board in hopes of a recommendation to the City Council that additional staff, overtime, or staff from other departments (temporarily) be added to the Parks Department accommodate our needs. De Pere is the ONLY community out of the entire Bay Lakes conference that doesn't have fields ready for May 1st. We feel that we can make a case to the Parks Board to help the Parks Department get the resources required to meet our needs.

If you have any questions, comments, or if you need any additional information do not hesitate to contact me.

Sincerely,

DE PERE RAPIDES YOUTH SOCCER CLUB

Jim Westerman, President

cc: DPRYS Board

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: February 18, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consider donation request from De Pere Baseball to install batting cage at Southwest Park.*

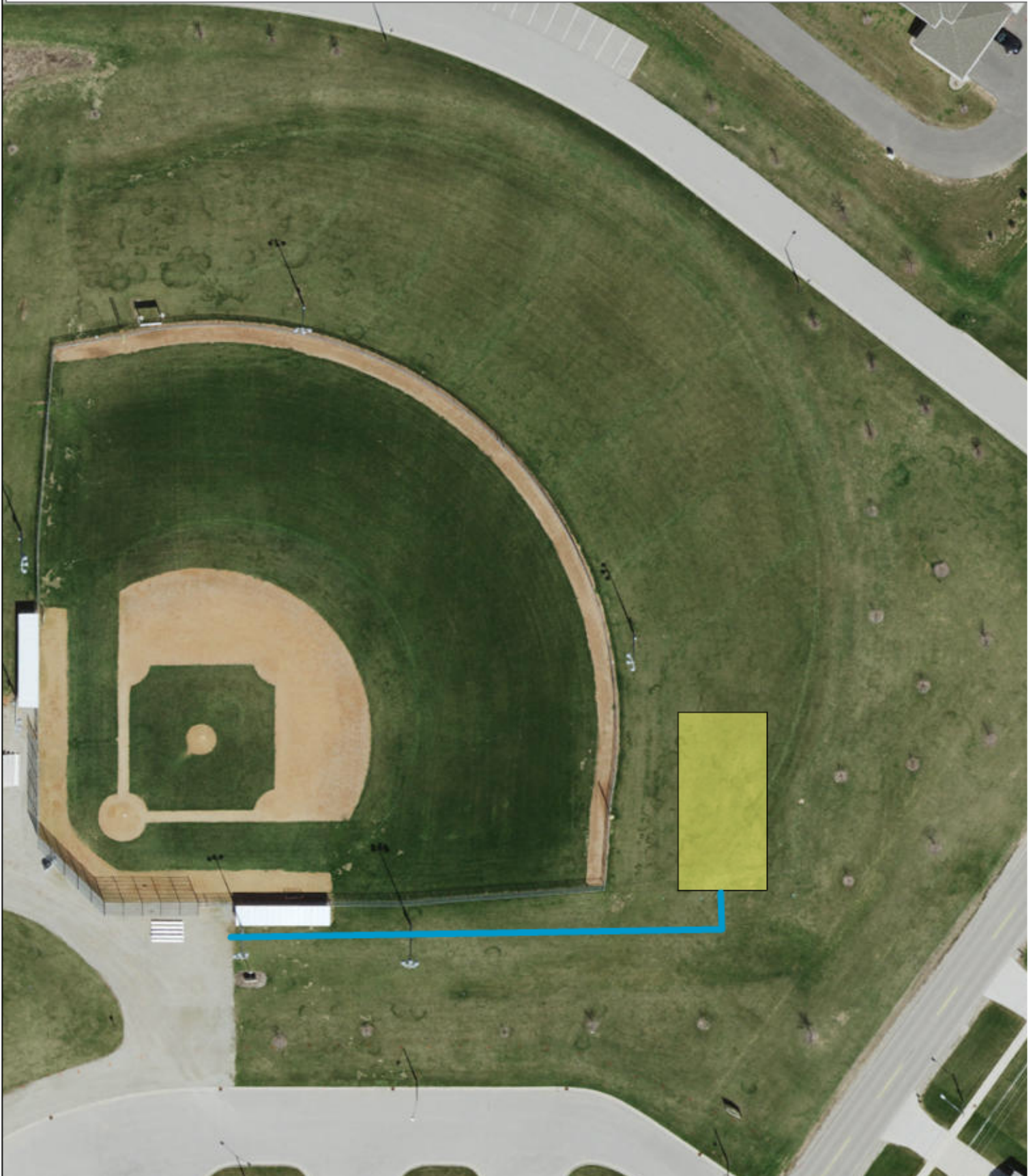
We have received a request from the De Pere Baseball league to construct a batting cage at Southwest Park. While exact dimensions are not known yet, the cage would be a 1-2 lane structure located just past right field of Gandrud Field. I have provided a schematic for your review. The value/cost of the project would range between \$5,000 -\$12,000 depending on the type of materials used for the accessible route (ie. Crushed limestone or sidewalk) and other variables.

We feel the batting cage would be a highly used facility and recommend accepting the generous donation and desire of De Pere Baseball to construct a batting cage in Southwest Park.

ATTACHMENTS:

- SW Park.Batting Cages (PDF)

<Title>



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



02/16/2016

Packet Pg. 13

Attachment: SW Park Batting Cages (4407 : Consider donation request from De Pere Baseball to install batting cage at Southwest Park.*)

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: February 18, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approve agreement with De Pere Baseball to allow placement of shed at Southwest Park.*

De Pere Baseball has requested to place a shed at Southwest Park behind the backstop. The shed would have multiple uses for the league ranging from concessions to providing a safe location to store the scoreboard controller and paperwork for staff.

The shelter is proposed to be 12'x12' structure and will be constructed by the West De Pere Tech Education class as one of their class projects. The league has agreed to have the shed removed during the off-season, which would allow us to handle by issuing a revocable occupancy permit, or create an agreement. If the shelter would be left "on site" year round, the City then would need to become the owner of the facility and control its use. This then would cause a different level of involvement from us to ensure proper building and ADA guidelines would be met.

I have provided a schematic of the shed being proposed and a graphic of where the shed would be placed. Provided the league would agree to terms of an agreement or revocable occupancy permit outlined in cooperation with our law department, staff recommend approving this request.

ATTACHMENTS:

- SW Park temporary shed (PDF)
- 20160211081811043 (PDF)

<Title>



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



02/16/2016

Packet Pg. 15

Attachment: SW Park temporary shed (4410 : Approve agreement with De Pere Baseball to allow placement of shed at Southwest Park.*)

Estimate ID: 881176

Design-It[®]
Yard BuildingPage 1 of 3
1/27/2016

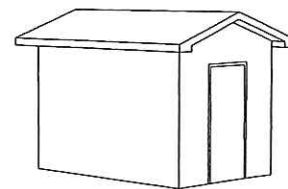
Items Selected:

Gable roof w/ 4/12 pitch, standard trusses 2' O.C.
 Truss Design Location Zip Code: 54115
 3/4" Treated Plywood Floor Sheathing
 8' Wide X 12' Deep X 8' High
 Wood Frame Floor
 Vinyl Dbl 4" Lap Siding
 - Khaki
 7/16" OSB Wall Sheathing
 12" gable/12" eave overhangs
 7/16" OSB Roof Sheathing
 Duration, Onyx Black Shingles
 4' Shingleover Ridge Vent
 Hickory Aluminum Soffit & Fascia
 Hickory Premium Roof Edge

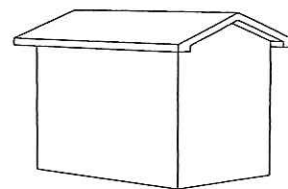
Options Selected:

The options you have selected are:
 15 LB Roof Felt
 1" Coil Roofing Nails
 3-1/2" 28 Deg Framing Nails
 1 - 36x80 Service Door - CP1 Flush Steel RS

Front View



Back View



BASE FRAME
 TREATED PLYWOOD
 2x6 @ 12"
SHELVES
 3/4" SANDED PLYWOOD
 12' LONG
SERVING WINDOW
 3' x 4'

Estimated base price: \$1,336.76*

The base price includes: 0" Eave/0" Gable Overhangs, Framing Materials,
 7/16 OSB Roof Sheathing, 20 yr. Fiberglass Classic - Onyx Black Shingles, Pine Fascia, Galv Regular Roof Edge,
 8" Textured Vertical Hardboard Siding, All selected overhead, service and sliding doors are included.
 Windows and other options are NOT included.

Estimated price: \$1,897.49*

*Today's estimated price, future pricing may go up or down.

*Tax, labor, and delivery not included.

\$1,2300.00

*** Take this sheet to the Building Materials counter to purchase your materials. ***

Floor type (concrete, dirt, gravel) is NOT included in estimated price. The floor type is used in the calculation of materials needed. Labor, foundation, steel beams, paint, electrical, heating, plumbing, and delivery are also NOT included in estimated price. This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN.

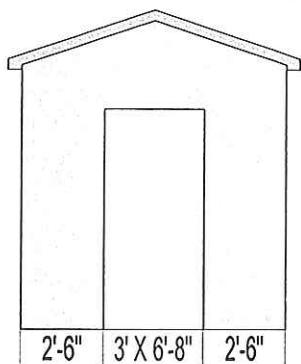
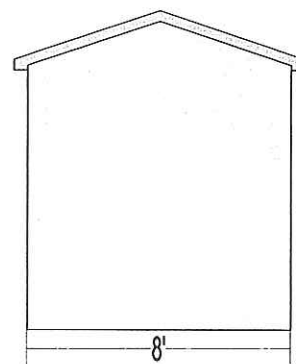
All information on this form, other than price, has been provided by the guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST BECAUSE OF THE WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS. THE PLANS AND/OR DESIGNS PROVIDED ARE NOT ENGINEERED. LOCAL CODE OR ZONING REGULATIONS MAY REQUIRE SUCH STRUCTURES TO BE PROFESSIONALLY ENGINEERED AND CERTIFIED PRIOR TO CONSTRUCTION.

Estimate Id: 88176

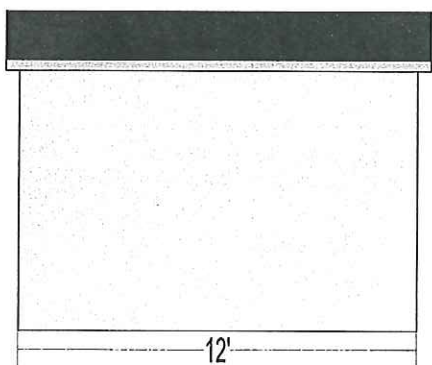
Page 2 of 3
1/27/2016

*** Here are the wall configurations for your design.

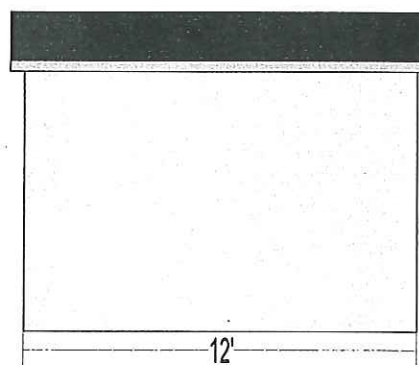
Illustration May Not Depict All Options Selected

Gable Front View
(1) -

Gable Back View



Eave Front View



Eave Back View

Building Size: 8 feet wide X 12 feet long X 8 feet high

Approximate Peak Height: 9 feet 8 inches (116 inches)

NOTE: Overhead doors may need to be "**Wind Code Rated" depending on your building location.
Confirm the door requirements with your local zoning official before construction.

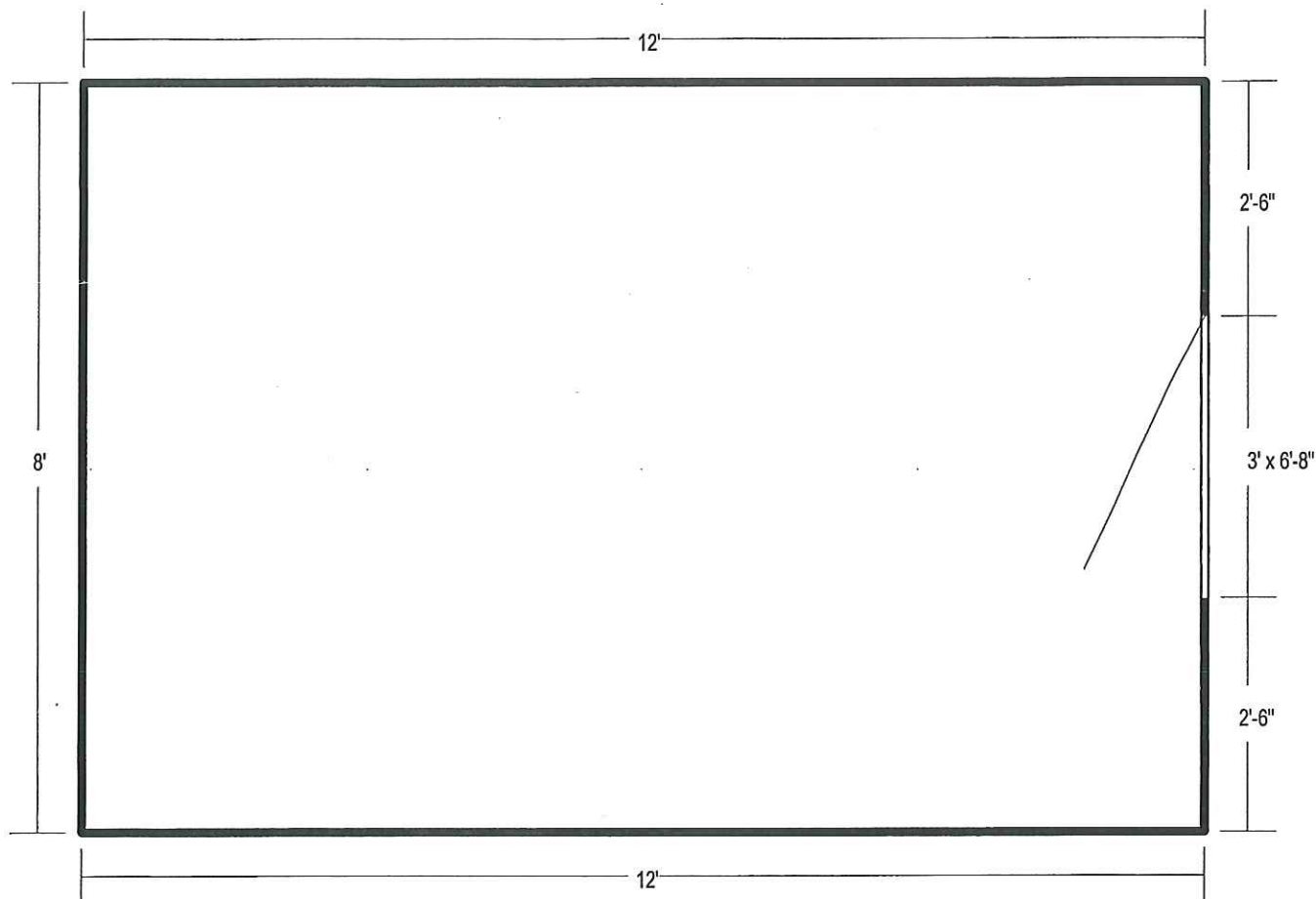
Menards-provided material estimates are intended as a general construction aid and have been calculated using typical construction methods. Because of the wide variability in codes and site restrictions, all final plans and material lists must be verified with your local zoning office. Menards is a supplier of construction materials and does not assume liability for design, engineering or the completeness of any material lists provided. Underground electrical, phone and gas lines should be located and marked before your building plans are finalized. Remember to use safety equipment including dust masks and sight and hearing protection during construction to ensure a positive building experience.

Estimate ID: 88176


 Page 5 of 5
 1/27/2016

*** Garage Floor Plan.

Illustration May Not Depict All Options Selected



Building Size: 8 feet wide X 12 feet long X 8 feet high

Note: Wall construction is 2x4 @ 16" on center

Scale = 1:20.0





Estimate Id: 88176

Attachment: 20160211081811043 (4410 : Approve agreement with De Pere Baseball to allow placement of

Midwest Manufacturing, Eau Claire, WI, 04/03

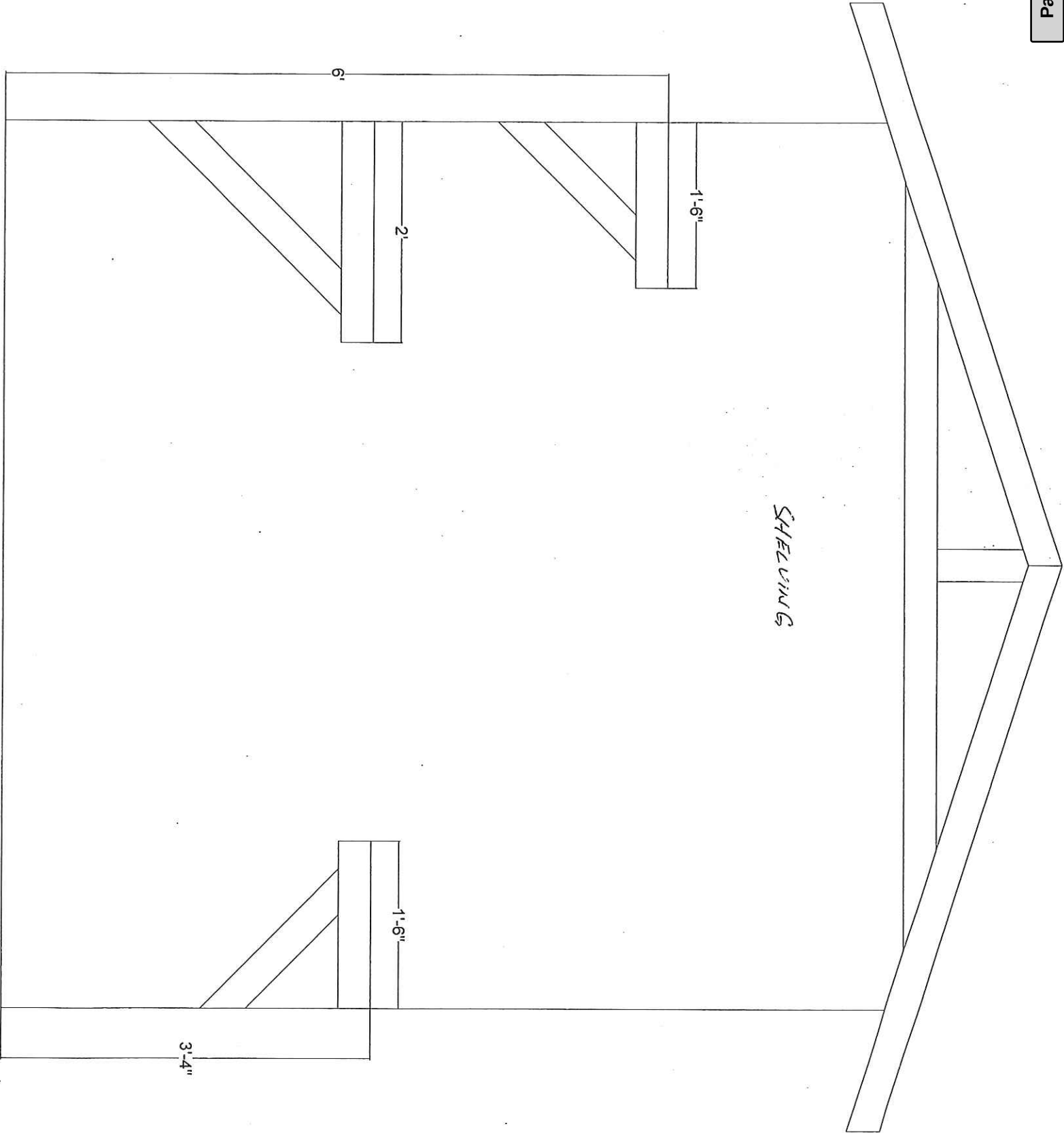
/230 S May 11 2017 Milk Industries, Inc. Thu Jan 24 07:19:47 2013 Page 2
ID:0tXkh2a2eqFbznZTPQg3ctzSDle-201PAVEbA0oMlQZq90_Cy959xx7w5NLKEqmeQzSD6f

NOTES

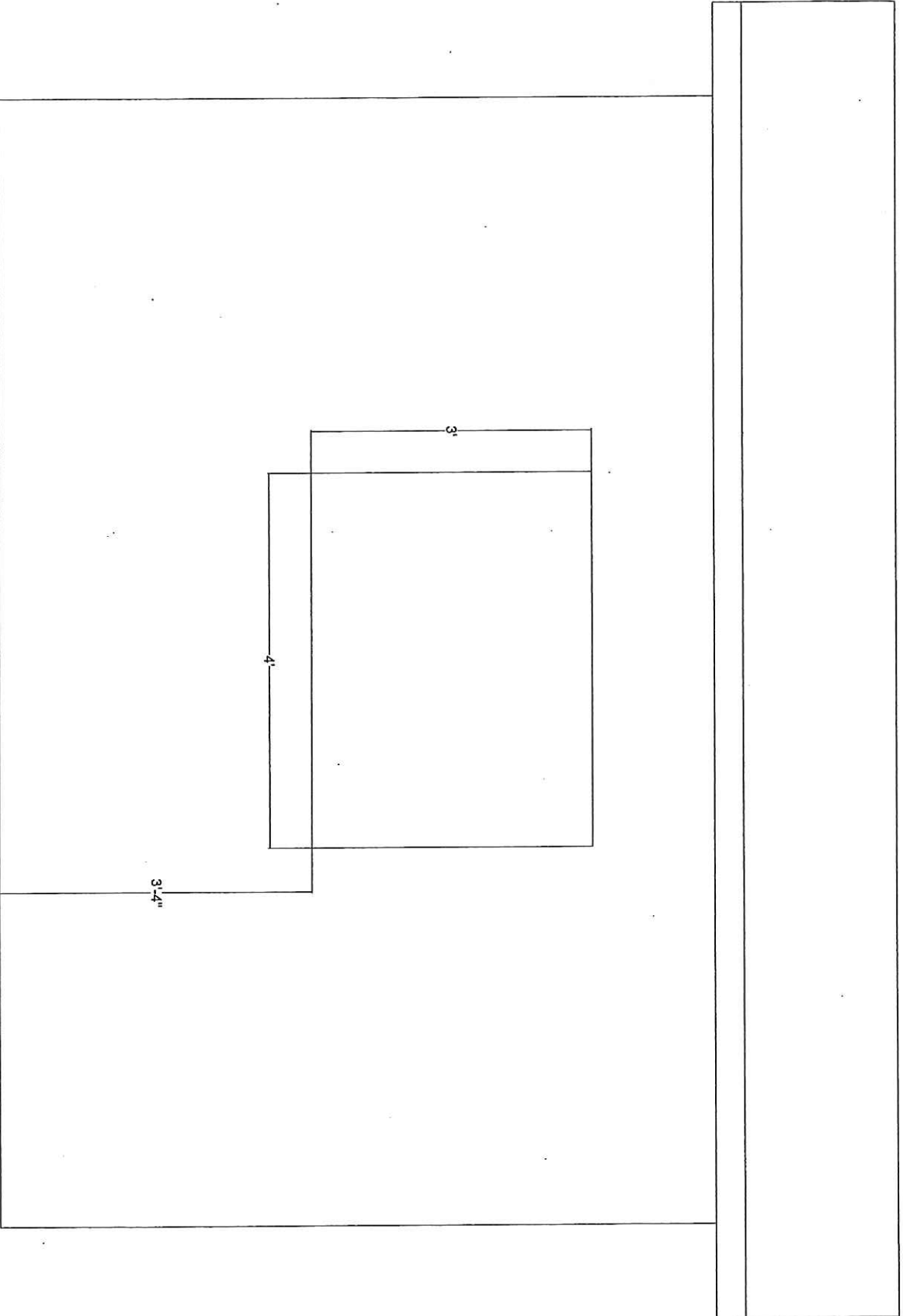
- 9) Gable studs spaced at 2'-0"-0 oc.
- 10) This truss has been designed for a 10.0 psf bottom chord live load nonconcurrent with any other live loads.
- 11) * This truss has been designed for a live load of 20.0psf on the bottom chord in all areas where a rectangle 3'-6"-0 tall by 2'-0"-0 wide will fit between the bottom chord and any other members.
- 12) Provide mechanical connection (by others) of truss to bearing plate capable of withstanding 100 lb uplift at joint(s) 2, 4.
- 13) This truss is designed in accordance with the 2006 International Residential Code sections R502.1.1 and R802.10.2 and referenced standard ANSI/TPI 1.

LOAD CASE(S) Standard

2.7.7.b



SEIZING WINDOW



City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: February 18, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Jenny Hammes

SUBJECT: Approve recommendation to proceed with Parkour contract.*

The recreation department is currently working on a contract to offer parkour classes this coming summer and fall. We have offered parkour in the past however our instructor has recently become certified and employed through Wisconsin Parkour LLC. Thus they would like to continue to offer classes with our department but through a contractual basis. The attached contract has been initially reviewed by Wisconsin Parkour LLC and will be forwarded onto our city attorney for review.

Recommendation: We are recommending the park board approve proceeding with the contract to be reviewed by our city attorney.

ATTACHMENTS:

- Wisconsin Parkour Agreement 2016 (PDF)

**Wisconsin Parkour (Outdoor Fitness Programming)
SERVICES AGREEMENT**

This Agreement is made and entered into by and between the Park, Recreation and Forestry Department of the City of De Pere (hereinafter referred to as "City") and Wisconsin Parkour 81 South Gardens Way, Fitchburg, WI 53711, (hereinafter referred to as "Provider"), hired by the City to provide fitness programming for youth and adults on or about June 1 through December 31, 2016.

WHEREAS, the City, whose address is 335 S. Broadway De Pere, WI 54115, wishes to purchase those services as described above, and

WHEREAS, the Provider is able and willing to provide such services,

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the City and the Provider agree as follows:

1. Term

The term of this Agreement shall be from about 06/01/16 to 12/31/2016 or until service is completed.

2. Competency, Timing and Cooperation

The Provider agrees to provide the services described above in a professional and competent manner, and shall commence, carry on and complete its obligation under this Agreement with all deliberate speed and in an economical and efficient manner in accordance with the Agreement and all applicable law.

3. Compensation

City shall pay the provider an amount of 70% of all registration fees collected for outdoor fitness programming offered. City shall pay the Provider in full when they have fulfilled their obligations including make-up classes for any cancelled classes.

4. Compliance with Laws and Indemnification

In conducting its activities relating to this agreement, Provider agrees to conduct and will ensure that any person hired by Provider to fulfill any duties herein will conduct all activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances (including non-discrimination laws), to secure all appropriate necessary public or private permits and consents; and to obtain and maintain all appropriate insurance against liability for injury to persons or property arising from its activities relating to this Agreement. Provider must provide the City with a Certificate of Liability Insurance, in the amount of \$2,000,000 naming the CITY as an additional insured. Provider shall indemnify, defend, and hold harmless the City and its officers, agents, directors, and employees from any damages or expenses of any kind or nature arising out of or relating to a claim or action by a third party alleging a breach under this Agreement, unless such loss, damage, or injury is a result of acts or omissions of the City, its officers, agents, directors or employees.

5. Confidentiality

The Provider acknowledges that the City maintains participation records that may be protected as confidential under local, state, or federal law or ordinance and agrees to protect and maintain the confidentiality thereof. The Provider specifically acknowledges that participation data is protected by both federal and state law and regulations including, but not limited to Wis. Stats. sec 118.125; 20 USC sec 1232(g); and 24 CFR sec. 99.1 et. seq and agrees to protect and maintain the confidentiality of pupil records as required by state and federal law and regulations. If City determines that Provider has disclosed participation record information in violation of state or federal law, without prejudice to any other rights or remedies the City may have, City shall be entitled to immediately terminate this and any other agreement between the parties without further liability.

6. Termination

Either party may terminate the agreement for cause upon 20 days written notice to the other party.

7. Independent Contractor

Provider agrees that, he/she/it is an independent contractor and not an employee of the City for purposes of the services rendered herein.

8. Personnel

The Provider agrees to secure at its own expense all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the City nor shall they have or be deemed to have any direct contractual relationships with the City.

9. No Assignment/ Entirety of Agreement/Severability

Provider may not assign this Agreement, in whole or in part, to any other individual or organization without the written consent of City. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. However, if any provision of this Agreement is held invalid, illegal or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of the Agreement be interpreted to remain valid, enforceable, and binding on the parties.

10. Authority

By signing below, the person hereby represents that he/she has the authority to sign this Agreement and bind the Provider to adhere to its terms.

Wisconsin Parkour

CITY OF DE PERE

Provider _____ Date: _____

by _____ Date: _____

Approved: _____

Attachment: Wisconsin Parkour Agreement 2016 (4387 : Approve recommendation to proceed with Parkour contract.)

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: February 18, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Jenny Hammes

SUBJECT: Approve recommendation to proceed with Henna contract.*

The recreation department is currently working on a contract to offer henna classes this coming summer and fall. The class will focus on the beautiful art of henna and participants will learn how to break down a typical henna kit and mix henna to form a great smooth paste for body art application. The attached contract has been initially reviewed by Castle Art and Import and will be forwarded onto our city attorney for review.

Recommendation: We are recommending the park board approve proceeding with the contract to be reviewed by our city attorney.

ATTACHMENTS:

- Henna Agreement 2016 (PDF)

Castle Art and Import (Henna Instruction)
SERVICES AGREEMENT

This Agreement is made and entered into by and between the Park, Recreation and Forestry Department of the City of De Pere (hereinafter referred to as "City") and Castle Art and Import 1418 S. Clay Street, Green Bay, WI 54301, (hereinafter referred to as "Provider"), hired by the City to provide henna programming for youth and adults on or about June 21, August 2, September 15, 22 and 29.

WHEREAS, the City, whose address is 335 S. Broadway De Pere, WI 54115, wishes to purchase those services as described above, and

WHEREAS, the Provider is able and willing to provide such services,

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the City and the Provider agree as follows:

1. Term

The term of this Agreement shall be from about 06/21/2016 to 09/29/2016 or until service is completed.

2. Competency, Timing and Cooperation

The Provider agrees to provide the services described above in a professional and competent manner, and shall commence, carry on and complete its obligation under this Agreement with all deliberate speed and in an economical and efficient manner in accordance with the Agreement and all applicable law. Provider agrees to Henna programming with a minimum of 8 residents registered per workshop or class.

3. Compensation

City shall pay the provider an amount of 70% of all registration fees collected for Henna programming offered. City shall pay the Provider in full when they have fulfilled their obligations including make-up classes for any cancelled classes.

4. Compliance with Laws and Indemnification

In conducting its activities relating to this agreement, Provider agrees to conduct and will ensure that any person hired by Provider to fulfill any duties herein will conduct all activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances (including on discrimination laws), to secure all appropriate necessary public or private permits and consents; and to obtain and maintain all appropriate insurance against liability for injury to persons or property arising from its activities relating to this Agreement. Provider must provide the City with a Certificate of Liability Insurance, in the amount of \$2,000,000 naming the CITY as an additional insured.

Provider shall indemnify, defend, and hold harmless the City and its officers, agents, directors, and employees from any damages or expenses of any kind or nature arising out of or relating to a claim or action by a third party alleging a breach under this Agreement, unless such loss, damage, or injury is a result of acts or omissions of the City, its officers, agents, directors or employees.

5. Confidentiality

The Provider acknowledges that the City maintains participation records that may be protected as confidential under local, state, or federal law or ordinance and agrees to protect and maintain the confidentiality thereof. The Provider specifically acknowledges that participation data is protected by both federal and state law and regulations including, but not limited to Wis. Stats. sec 118.125; 20 USC sec 1232(g); and 24 CFR sec. 99.1 *et. seq* and agrees to protect and maintain the confidentiality of pupil records as required by state and federal law and regulations. If City determines that Provider has disclosed participation record information in violation of state or federal law, without prejudice to any other rights or remedies the City may have, City shall be entitled to immediately terminate this and any other agreement between the parties without further liability.

6. Termination

Either party may terminate the agreement for cause upon 20 days written notice to the other party.

7. Independent Contractor

Provider agrees that, he/she/it is an independent contractor and not an employee of the City for purposes of the services rendered herein.

8. Personnel

The Provider agrees to secure at its own expense all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the City nor shall they have or be deemed to have any direct contractual relationships with the City.

9. No Assignment/ Entirety of Agreement/Severability

Provider may not assign this Agreement, in whole or in part, to any other individual or organization without the written consent of City. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. However, if any provision of this Agreement is held invalid, illegal or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of the Agreement be interpreted to remain valid, enforceable, and binding on the parties.

10. Authority

By signing below, the person hereby represents that he/she has the authority to sign this Agreement and bind the Provider to adhere to its terms.

Castle Art and Import

CITY OF DE PERE

Provider _____ Date: _____

by _____ Date: _____

Approved: _____

Attachment: Henna Agreement 2016 (4389 : Approve recommendation to proceed with Henna contract.)

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: February 18, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Jenny Hammes

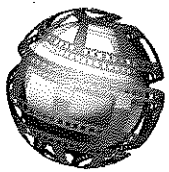
SUBJECT: Approval of New Event - Swim in Cinema.

The Recreation Department would like to host our first annual Swim-in-Cinema this summer. We are planning to host the event Saturday, July 30 at VFW Pool from 7:00pm-10:00pm. We are contracting with FunFlicks to provide the movie screen and equipment and will be getting the movie license through Criterion Pictures. The movie title has not been determined at this time but it will be PG Rated. Swim-in-Cinema will include open swimming, fun games and a PG Rated movie. This new event will be a great family friendly outing on a summer night. The attached FunFlicks contract has been forwarded onto our city attorney for review.

Staff is recommending the Board of Park Commissioners approve the Swim-in-Cinema event.

ATTACHMENTS:

- 20160209161231193 (PDF)



FUNFLICKS
OUTDOOR MOVIES

2.10.a

877-7-FLICKS



Big Screens! Big Sound! Big Fun!"



FUNFLICKS
OUTDOOR MOVIES

Invoice

If printing and mailing your contract to us, please mail to:

Project Entertainment LLC DBA FunFlicks
2246 Balsam Way Green Bay, WI, 54313
FAX: XXX-XXX-XXXX

Billing Information

Lori Tonn
600 Grant Street
De Pere, WI 54115

Home Phone:
Cell Phone: (920) 619-9767
Office Phone: (920) 336-6054

Delivery Location

Order No: 1195661
Order Date: 2/5/2016
Rep: Steve Mocco

Screen Rental
Date: 7/30/2016
Arrival Time: 8:30pm
Movie Start Time: 8:30pm
Movie End Time:

Packet Pg. 28

Attachment: 20160209161231193 (4396 : Approval of New Event - Swim-in-Cinema.)

VFW Park
Lori Tonn
600 Grant Street
De Pere, WI 54115

Delivery Method:

Surface Type:

Fully Staked
Grass - Allow
Stakes

2.10.a

Name	Qty	Total
25' Movie Screen (16' x 9' Viewable)	1	\$499.00
Projector, Sound and All Cables	1	\$0.00
Weather Assurance Plan, Based on Rental	1	\$0.00

Order subtotal \$499.00

Discount \$275.00

Surcharge* 8.25% \$41.12

Delivery \$15.00

Staffing \$0.00

Total \$280.12

Amount Paid \$0.00

Balance Due \$280.12

*8.25% is added to all reservations. This surcharge is not a tax, it is a royalty percentage payable to the owner of the registration trademark.

Please Note: Final Balances are due 14 days prior to your event date.

Your reservation is not confirmed in our system until we have received your signed contract (either online, fax or mail).

Event Rental Agreement

Our goal is to provide you with friendly, professional & quality service. We prefer not to provide you a list of legal terminology, however there are factors beyond both our control and your control, such as weather and emergencies that may arise before or during your event. We also understand emotions may come into play since this may be a special day. If factors arise and we can't mutually agree on a fair outcome, then the terms and conditions written here are the only acceptable terms of negotiation. By making your deposit payment or payment in full, you are agreeing to these terms and conditions described on the front invoice and below. Please read the following and feel free to call anytime with questions or concerns.

DEPOSITS & FINAL PAYMENTS

DEPOSITS: An initial deposit in the amount of 50% of your event total is required to confirm your event date along with a signed copy of this contract. This deposit is non-refundable inside 21 days from your event date. The final balance for your equipment rental is due 14 days prior to event date. For reservations made inside 14 days, the full payment is due to confirm the reservation. Your date is NOT CONFIRMED unless we have received your deposit and signed contract.

FINAL PAYMENTS: Your screen rental is subject to cancellation if we have not received your final payment 14 days prior to your event. If you cannot make the final payment at least 14 days prior to your event date, please notify us so that we can make alternate acceptable payment arrangements, or cancel your reservation in our system. **There is a \$35 charge for all returned checks.**

☐ Agree

CANCELLATION FEE POLICY

We always give you 12 full months to reschedule your event date instead of forfeiting funds	
Cancellation Inside 14 Days from Event Date	No Refund
Cancellations 15-29 Days from Event Date	1/2 of Deposit Refunded
Cancellations 30+ Days from Event Date	Full Refund, Less a \$39 Fee

Packet Pg. 29

Attachment: 20160209161231193 (4396 : Approval of New Event - Swim-in-Cinema.)

☐ Agree**RESCHEDULING FEE POLICY**

We sell out quickly and often months in advance. We do not "overbook" our screens or dates. When you reserve with us, you are holding a date and screen that we cannot sell to someone else.

This fee policy does not apply to weather related rescheduling. Weather related rescheduling can only be done the day of your event, not several days in advance (see Weather Policy below)

Rescheduling Inside 14 Days from Event Date	\$149 Fee
Rescheduling 15-29 Days from Event Date	\$99 Fee
Rescheduling 30+ Days from Event Date	\$39 Fee

INFORMATION & TERMS

Your movie rental package consists of a complete outdoor theater, including delivery, set-up & removal, and liability insurance covering our equipment and services. A friendly Fun Flicks Technical Host will provide you with everything you see listed here:

- Giant Inflatable Movie Screen
- LCD High Definition (HD) Projection
- Amplified Concert Grade Speakers
- Blu-ray Player
- Sound Mixer, Including Microphone
- Standard Rental Time is 2 1/2 Hours (ask about our Double Feature to make it 5 hours!)

Screen Sizes and Projection Distances

18-foot screen: 13' Tall x 16' Wide x 12' Deep + Add 12' for Projector Table(**16:9 Wide Screen**) (**12x7 Viewable area**)

25-foot screen: 16' Tall x 22' Wide x 16' Deep + Add 20' for Projector Table(**16:9 Wide Screen**) (**16x9 Viewable area**)

33-foot screen: 20' Tall x 28' Wide x 20' Deep + Add 25' for Projector Table(**16:9 Wide Screen**) (**20x12 Viewable area**)

38 foot screen: 25' Tall x 34' Wide x 25' Deep + Add 30' for Projector Table(**16:9 Wide Screen**) (**25x15 Viewable area**)

45-foot screen: 28' Tall x 40' Wide x 28' Deep + Add 35' for Projector Table(**16:9 Wide Screen**) (**30x17 Viewable area**)

We place a large tarp on the ground that is equal to the above dimensions. The inflated screen will sit on the tarp. The sound system sits just in front of the screen at the corners. The projector will sit on our projection table approximately 10-35 feet in front of, or behind the screen (for rear projection), depending on screen size. The projector table is not tall and your guests can sit in front of, behind or beside the projector table. The screen **will NOT** fit under most awnings, pavilions or many trees due to the height.

EVENT DAY RESPONSIBILITIES☐ Agree

1. RENTAL PERIOD: Please verify the Movie Start Time on your invoice. This is when we start the movie or entertainment you provide. If you desire to start later, please inform us when we call you the morning of your event. Your Host is expecting a 2 - 2.5 hour event (not including setup/breakdown time). **If you start late, and your show runs late, you are agreeing to an extension of your rental agreement starting with the 15th minute after your scheduled end time at a rate of \$50 per 1/2 hour, with a 30 minute minimum, no pro-rating.**

☐ Agree

2. EVENT DAY CONFIRMATION CALL: You must be available to take our call between 11:00 AM - 1:00 PM so that we can confirm your event with you verbally. This call ensures you that we have not forgotten your function. We will also discuss details about your event Host and weather. **We are not able to dispatch our FunFlicks Host, unless we speak with you and confirm your event for that day.** You can agree to receive a text message confirmation from us in lieu of a phone call, if weather is "nice" for the day of your event (less than 20% chance of rain and winds forecasted less than 15 MPH)

☐ Agree

3. FUNFLICKS HOST ARRIVAL: Your FunFlicks Host will arrive approximately 1 hour

2.10.a

Movie Start Time indicated at the top of this contract (1.5 hours prior for Popcorn Events). Your FunFlicks Host will call you approximately 30 minutes-2 hours before this arrival time to introduce himself/herself and review driving directions. Sometimes a Host may be delayed due to traffic and other circumstances. **We don't consider a Host late unless the movie did not start on time.** If your Host is running behind, he/she will call you en-route to keep you informed of arrival time. Understand, this equipment can be set up in as little as 30 minutes. We tell the Hosts to arrive 1 hour prior to show time to allow for any emergencies or problems with your set-up location, etc. There is buffer room to allow the Host to have a complete set-up ready by the official Movie Start Time indicated at the top of this contract.

☐ Agree

3. FUNFLICKS HOST RESPONSIBILITIES: Fully hosted events are subject to host availability and are not guaranteed. This means that we reserve the right to have our host deliver, setup and break down your equipment as scheduled, but not stay on-site during the entire event. Your FunFlicks host is provided to deliver & setup equipment, change media, connect gaming consoles & serve popcorn (where applicable), make adjustments and breakdown equipment at the end of your rental period. Our hosts love to help and will do just about anything to make your event great (and earn a tip!), but please refrain from asking them to be a referee, janitor, MC, babysitter, timekeeper, lifeguard, waiter or other activities outside their primary duties listed here.

☐ Agree

4. PARKING & UNLOADING: Customer must provide an area for parking and unloading within a reasonable distance from equipment setup location, including any permits or passes needed. We are not responsible for a late start time if our host is required to unload from a far distance.

☐ Agree

5. SETUP & BREAKDOWN OF EQUIPMENT: Fully hosted events are subject to host availability and are not guaranteed. We reserve the right to drop off equipment at your location. If we must drop off equipment for your event, it is agreed that a FunFlicks representative is the only person to deliver, setup, breakdown and put away equipment. Customer is not to move the equipment in any fashion other than inserting media into DVD/Blu-ray player, pushing play/stop buttons, turning projector on/off or adjusting volume. Customer assumes the risk and responsibility for damage for all other actions. In the event of rain, customer is expected to move and/or cover equipment to protect it from water damage. *Guaranteed Fully Staffed*

☐ Agree

6. SCREEN LOCATION, SIZE & SURFACE TYPE: You are responsible for ensuring our screen will fit at your location. Please refer to the Screen Sizes & Projection Distances above. We normally secure our screens by placing stakes in the ground and securing ropes to the screen. If your event is held on concrete or other surface that will not accept stakes, **you will need to provide weighted items to tie off to.** Examples would be 35-50 gallon trash cans filled with water, large concrete cinder blocks, anything that weighs 50+lbs. We would require 4-8 weighted items depending on wind that night. If there are sprinkler systems in the area, please ensure they are turned off for the duration of your rental period.

☐ Agree

7. LIGHTING: Make sure there is the least amount of light possible in the area where the screen will be located. Because our screens are capable of both front & rear projection (16' & 21' ONLY), any lights behind the screen will be seen through the screen during your film. Please keep this in mind when selecting a location for your screen rental.

☐ Agree

8. ELECTRICAL REQUIREMENTS: You must provide 1 110volt/20amp electric circuits/breakers. For distance over 100 ft from screen setup location, you must also provide 12 gauge extension cords. We provide the first 100' as part of our setup. Screen location can be no farther than 300 ft since your breaker will likely trip due to such a long cord run. If you provide a generator, a model with 3500+ watts and 2 separate breaker/circuits is required. We are not responsible for power issues arising from tripped breakers or if a customer provided generator will not power our equipment. Generators are available from us at an additional charge.

☐ Agree

9. CUSTOMER PROVIDED MEDIA: You are responsible for providing a commercial DVD or Blu-ray disc for your event.

A. We are not responsible for custom burned media that does not work in our equipment.

B. Any public performance licenses associated with any movie or media to be played or any other permits required by any regulation are the sole responsibility of the customer.

☐ Agree

10. NON-MOVIE EVENTS: If you are using our equipment for something other than a movie, please note the following:

a. Live TV Events: Customer is responsible for providing a fully functional cable or satellite box extended to the location where our projection table will be setup. Live TV Events require an additional \$100 charge as part of your reservation.

b. Video Gaming Events: Customer is responsible for providing all video game consoles, games, controllers and any other equipment need to play. FunFlicks is providing the adapters need to connect your gaming console to our projection and sound system. The use of video gaming on our system any time during your

event requires the purchase of the Video Game Option as part of your reservation. **NOTE:** HDMI connections are supported, but your game system must have RCA audio connections to work with our systems.

2.10.a

- c. **Laptop/PC Connections & Presentations:** Our projection systems support VGA connections for video. Customer is responsible for providing a working laptop/PC with a VGA connection. We are not responsible for incompatibility with your system, software or connection types.

☐ **Agree** **11. CUSTOMER RESPONSIBILITY:** ~~It is the customer's FULL RESPONSIBILITY to ensure the safety of our host & equipment, and will be held 100% liable for damage due to recklessness, vandalism, neglect, accidents, pets, sprinkler systems, or for whatever reason will be the responsibility of individual/company listed on our invoice as Customer.~~ Full payment for damage to equipment or labor for cleanup will be expected within 7 days of your event. You will be charged a minimum fee of \$150 should sprinkler systems come on and get our equipment wet. This covers our time for cleaning and drying all equipment. Your actual charge may be higher once we determine actual damage to our equipment. *gm Ma*

WEATHER POLICY:

☐ **Agree** **We DO NOT cancel your event for weather related reasons until the day of your event.**

Weather predictions change (often!) — we want to give you the opportunity to have the event, so we do not allow weather related cancellations or rescheduling until the day of your event. If you do cancel/reschedule your event prior to the day of your rental, you will be required to pay a rescheduling or cancellation fee (see Fee Schedule).

50%+ CHANCE OF RAIN: If there is a 50%+ chance of rain or if winds are forecasted to be 18+ MPH for the period starting two hours before, during and two hours after your event, we reserve to the right to cancel your rental for that date in order protect our equipment and the safety of our hosts. We also reserve the right to setup our screen parallel to the wind regardless of where customer would like placement, in order to minimize possible wind damage to our screens.

LESS THAN 50% CHANCE OF RAIN: We will mutually discuss and agree to proceed or postpone using the Proceed/Postpone Weather Options listed below.

☐ **Agree** **PROCEED/POSTPONE WEATHER OPTIONS:** It is agreed by both parties that www.weather.com (<http://www.weather.com/>) is the tool used to verify weather percentages. Simply visit www.weather.com (<http://www.weather.com/>) the morning of your screen rental. Put in your zip code and click hour-by-hour. This is the only tool we use to predict the weather. You have until 2:00 PM on the day of the event to make a final decision, using the following four options:

1. **Move your event indoors:** (keep in mind our screens are very tall and will not fit in most residences). If you move your event indoors and you need to move down in screen size in order to fit your available location, there are no refunds or discounts for changing screen sizes due to weather and indoor requirements, and smaller screens are subject to availability.
2. **Postpone/Reschedule:** You can reschedule your screen rental in accordance with the Weather Assurance Plan chosen during your reservation (Weekday or Weekend).
3. **Take Your Chances:** If you choose to have our host dispatched to your location and we cannot complete your event due to poor weather conditions, you will not receive a refund and another event will not be scheduled. This would constitute your event!
4. **Proceed With Backup Plan:** We will dispatch our host to your location at your request, with the following agreement in place. Should your event be cut short (less than 1/2 way through movie) due to weather once our host has been dispatched, you agree to pay a host fee of \$149 along with your original mileage charge, and we will reschedule your event in accordance with your selected Weather Assurance Plan.

☐ **Agree** **FunFlicks does not refund event payments in case of weather related cancellations. You will have 12 months to reschedule your movie screen rental in the case of inclement weather. Your options for reschedule dates are governed by the Weather Assurance Plan that you chose at the time of your booking. FOR 12' AND 18' SCREENS, RESCHEDULE DATES ARE LIMITED TO SUNDAY-THURSDAY unless you purchased an upgrade to the weekend Weather Assurance Plan at the time you made your reservation. All other screen sizes will have a Weather Plan commensurate with the day of the week originally booked.**

gm Ma **ADVERTISING, PHOTOGRAPHS & PROMOTION:** The Lessee gives its full consent and permission to FunFlicks Outdoor Movies of Wisconsin its local affiliates and contractors, their sponsors and corporate sponsors, their successors, licensees, and assigns the irrevocable right to use, for any purpose whatsoever and without compensation, any photographs, videotapes, audiotapes, or other recordings of people and activities that are made during the course of this Event. In addition, FunFlicks may show logos, commercials, public service announcements and limited advertising on the screen before or after your entertainment period.

MALFUNCTIONING EQUIPMENT: If the equipment malfunctions or fails as a result of normal use during an event, FunFlicks will attempt to replace the equipment with similar equipment in good working order, if available, as soon as possible. FunFlicks is not responsible for any incidental, consequential or emotional damages caused by delays, equipment malfunction or otherwise. FunFlicks will make every attempt to provide a su

rental for your function. All equipment is new and under warranty for your assurance - however there is always a risk of malfunctioning equipment. FunFlicks will not be held responsible for a cancelled or incomplete function, other than a rescheduled event (subject to availability) should our equipment fail and you do not get an event on your scheduled date.

2.10.a

COMPLETE AGREEMENT: This signed Agreement contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof. This contract, after signing, is a legal and binding contract with Project Entertainment LLC dba FunFlicks. To cancel or reschedule, sufficient notice must be given in accordance with the terms outlined in this contract. Any rescheduled event is subject to availability at the time of cancellation or postponement.

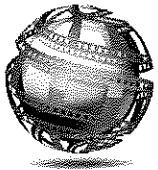
I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

Signature

Date

Lori Tonn

Printed Name



FUNFLICKS
OUTDOOR MOVIES

www.FUNFLICKS.cc

Attachment: 20160209161231193 (4396 : Approval of New Event - Swim-in-Cinema.)

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: February 18, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Jenny Hammes

SUBJECT: Approval of Recommended Special Events at Pools.

Staff is proposing adding some fun specials at our pools to increase attendance and add an entertainment element. Some of these will not directly cost anything while others will have a small fee. Supply costs to run the special events will be used from the pools operating supply budget.

The following are some examples of fun special events we are planning on hosting:

Sunday, June 19 - Father's Day

- Fathers get in free with paid youth admission

Friday, June 24 - Swim A Lap Day

- Free Lap Swim during scheduled lap swim hour

Wednesday, July 20 - National Lollipop Day

- Pick a lollipop and try for a prize

Sunday, August 21 - Half Price Concessions Day

- All concession items are half price

TBD - Goggles The Gator Day

- One lucky youth gets a free pair of goggles at 2:30pm break

TBD -Kickboard Giveaway

- One lucky youth will win a kickboard in a drawing

TBD - Season Pass Holder Appreciation

- Pass holders only: Bring a friend, friends gets in for \$1.00

TBD - Freeze Pop Frenzy

- Free Freeze pop for the first 50 patrons

Staff recommends the Board of Park Commissioners approve the proposed events for the 2016 summer pool season.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: February 18, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Brown County Ice Time Management 2nd Quarter Report.

ATTACHMENTS:

- Brown County Ice Management December 2015 (PDF)

Brown County Ice Management Report**2/1/16****December 31, 2015****Financial Reports Attached:**

The Arena has been running very smooth with very few if any breakdowns or mechanical problems.

Public Skating on Saturday's has been very popular as the winter progress's we add more Saturday public skating times in order to try and make it available every week when possible.

Youth Hockey hosted one tournament this season January 30-31, they had attempted to host another, January 15-16, but were not able to get enough teams to fill. They plan to end their season with a 3 on 3, in house, tournament March 19. Youth Hockey will also host in conjunction with Green Bay Youth hockey a try hockey free day on February 13' 2016.

Greater Green Bay Figure Skating Club hosted a Skate with Santa December 19, which had fantastic attendance. They are currently planning their skating show for May 7 and 8, 2016. The Clubs next session of Learn to skate begins March 3, 2016.

DePere Deacons will host the Great Lakes Hockey League tournament April 1-3, 2016. Each team from the GLHL will complete their season at the DePere Ice Arena.

This spring DePere will also host portions of the Wisconsin Amatuer Hockey Associations Girls, Bantams and Midget festivals April 9 and 10, 2016. Cheese Cup will again use the DePere Ice Arena for games April 22-24 and April 29 to May 1, 2016.

Ice will again be taken out of the arena from May 2 to October 1 (estimated) to again allow the frost to come out of the floor. Ice will come up October 1 in anticipation for the next skating season.

Respectfully submitted,

Don Chilson, Manager

Brown County Ice Management.

Attachment: Brown County Ice Management December 2015 (4372 : Brown County Ice Time Management 2nd Quarter Report.)

Report Actuals as of December 31, 2015 v. Budget Total for 2015-16

	Jun '15 – Dec '15	2016 Budget
Ordinary Income/Expense		
Income		
4003 · Advertising Revenue	382.50	1,500.00
4004 · Figure Skating	18,965.06	87,819.79
4004b · Kick-Synch	7,310.00	14,917.50
4005b · Ice Rental-Deacons	1,476.19	7,107.50
4007 · Ice Rental-Private		
4007i · De Pere High School	6,332.50	24,919.10
4007j · DePere Youth Hockey	17,253.33	60,140.00
4007 · Ice Rental-Private - Other	0.00	10,000.00
Total 4007 · Ice Rental-Private	23,585.83	95,059.10
4007a · Non Contracted Ice	2,264.50	3,782.78
4008 · Ice Rental-SNC	0.00	11,700.00
4011 · Men's League	8,985.32	10,199.01
4013 · Open Skate/Open Hockey	674.28	1,810.39
4016 · Vending	10,032.34	24,968.96
Total Income	73,676.02	258,865.03
Expense		
5000 · Building Expense		
5000a · Repairs and Maintenance	10,808.11	17,701.46
5004 · Service Contracts	10,950.78	6,312.95
5005 · Zamboni	769.81	488.80
Total 5000 · Building Expense	22,528.70	24,503.21
5001 · Insurance Expense	9,600.00	14,400.00
5300 · Office Expense		
5300a · Bank Service Charges	75.80	137.40
5300d · Office Supplies	0.00	577.10
5300f · Telephone Expense	1,561.32	2,331.86
5300 · Office Expense - Other	452.34	50.00
Total 5300 · Office Expense	2,089.46	3,096.36
5400 · Payroll		
5400a · FICA Employer	2,029.43	4,602.97
5400c · Medicare Expense	490.47	1,111.42
5400d · Regular Earnings	12,963.20	39,993.29
5400e · Salaries	19,774.50	34,275.80

5400g · Payroll Processing Fees	<u>375.00</u>	<u>650.00</u>
Total 5400 · Payroll	35,632.60	80,633.48
5500 · Program Expense		
5500a · Advertising and Promotion	<u>300.00</u>	
Total 5500 · Program Expense	300.00	
5600 · Utilities	36,827.16	60,918.84
5700 · Vending Expense	7,104.74	11,060.91
6000 · Depreciation Expense	<u>1,580.00</u>	<u>11,218.59</u>
Total Expense	<u>115,662.66</u>	<u>205,831.39</u>
Net Ordinary Income	<u>-41,986.64</u>	<u>53,033.64</u>
	<u><u>-41,986.64</u></u>	<u><u>53,033.64</u></u>

Balance Sheet

	<u>Dec 31, 15</u>
ASSETS	
Current Assets	
Checking/Savings	
1015 · Nicolet Bank	<u>7,548.88</u>
Total Checking/Savings	7,548.88
Other Current Assets	
1300 · Prepaid Expenses	<u>0.10</u>
Total Other Current Assets	<u>0.10</u>
Total Current Assets	7,548.98
Fixed Assets	
1600 · Equipment	79,104.23
1610 · Accumulated Depreciation	<u>24,232.56</u>
Total Fixed Assets	<u>54,871.67</u>
TOTAL ASSETS	<u><u>62,420.65</u></u>
LIABILITIES & EQUITY	
Liabilities	

Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	<u>2,465.84</u>
Total Accounts Payable	2,465.84
Other Current Liabilities	
2105 Sales Tax Payable	620.95
2701 · Payable to/(Receivable fr) BCIM	36,384.31
2702 · Payable to City of De Pere	<u>-1,297.25</u>
Total Other Current Liabilities	<u>35,708.01</u>
Total Current Liabilities	<u>38,173.85</u>
Total Liabilities	38,173.85
Equity	
3900 · Unrestricted Net Assets	57,960.12
Net Income	<u>33,713.32</u>
Total Equity	<u>24,246.80</u>
TOTAL LIABILITIES & EQUITY	<u><u>62,420.65</u></u>

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: February 18, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approval of West De Pere Facilities Use Agreement.*

Staff is requesting approval to enter into an agreement with the West De Pere School District for cooperative use of facilities for the upcoming summer and 2016-2017 school year. School district staff have been very cooperative this past year in accommodating our requests and have already given approval to utilize facilities for this summer and the upcoming school year.

Thank you for your time and consideration.

ATTACHMENTS:

- WDP Cooperation Agreement 2-16-133-001-09 (PDF)

**FACILITY COOPERATION AGREEMENT BETWEEN
THE CITY OF DE PERE AND
SCHOOL DISTRICT OF WEST DE PERE**

THIS AGREEMENT is entered into this ____ day of _____, 2016, by and between the City of De Pere, a municipal corporation ("City") and the School District of West De Pere, a common school district ("School District").

WHEREAS, the City and School District are parties to previous Agreements concerning sharing of facilities and services, that, over time, have become out of date and in need of revision; and

WHEREAS, the cooperative exchange of facilities and services between the parties has proven beneficial for both parties and promotes the public interest in the effective and efficient use of limited public resources; and

WHEREAS, the City and School District wish to continue cooperating in providing services to the public under the terms and conditions provided herein.

NOW THEREFORE, upon the promises and covenants contained herein and upon such other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following.

**I
FACILITIES**

- A. **City Facilities.** The City agrees to allow the School District to use the following City facilities:

VFW Tennis Courts – to be used during the months of April- May, and August-September.
Southwest Park – to be used during the months of September – October.
Community Center – to be used during the months of April – May.

- B. **School District Facilities.** The School District agrees to allow the City to use the following School District facilities:

1. **High School.**

- (a) The School District shall allow the City to use the field house on Wednesday evenings from October through March for the City's Adult Basketball league. City shall provide the School District with its league schedule as soon as possible in advance of the league season.
- (b) The School District shall allow the City to use the multi-purpose gym on Wednesday evenings from September through April for adult fitness classes. City shall provide the School District with its adult fitness class schedule as soon as possible in advance of the start of the program.

- (c) The School District shall allow the City to use the Auditorium and the multi-purpose gym on two (2) evenings (preferably consecutive evenings) in late February or early March for the dance recital. City shall provide the School District with schedule once the Dance season has been set.

2. Westwood Elementary.

- (a) The School District shall allow the City to use the gymnasium on Wednesday evenings from December through March for the City's Youth Recreation Nights. City shall provide the School District with its Youth Recreation Night schedule as soon as possible in advance of the start of the program.
- (b) The School District shall allow the City to use the green space/fields Saturday mornings from September through October for the City Flag Football program. City shall provide the School District with its Flag Football schedule as soon as possible in advance of the start of the program.
- (c) The School District shall allow the use of multi-purpose room or gymnasium for periodic camps, clinics or classes from mid-June through mid-August.

3. Hemlock Creek Elementary. The School District shall allow the City to use the gymnasium, dressing rooms, part of the commons, sound system and projector with screen on two consecutive evenings (preferably a Thursday & Friday) at the end of February or beginning of March for the Pom & Twirl rehearsal and recital. City shall provide the School District with its recital schedule as soon as possible in advance of the start of the program.

II TERMS AND CONDITIONS OF USE

- A. The City and School District each waive the imposition of facility rental charges or other user fees upon the other for use of the facilities described herein.
- B. The City and School District agree to reimburse the other party for all janitorial and other staffing costs associated with their use of the other's described facilities, when janitorial or other staff are called in exclusively to accommodate the program or function. The City or School District shall invoice the other after each applicable use. Each party shall, in advance, request, in writing, the facilities requested and applicable schedule for their usage.
- C. Each party agrees to give each other's programs priority use of the above facilities provided the program needs of the facility owner are first met.

III MISCELLANEOUS PROVISION

- A. **Fees.** The City and School are allowed to charge program or event fees to the user in order to offset direct program costs.
- B. **Allocation of Risks.**
1. **Insurance.** Each party shall maintain comprehensive general liability insurance and workers compensation insurance for its facilities and for its activities covered by this agreement.
 2. **Hold Harmless.** To the greatest extent permitted by law, each party shall indemnify and hold harmless the other party, its officers, employees and officials, from and against all costs, losses and damages caused by the negligent act(s) of the other party or the other party's officers, employees and agents.
- C. **Term of Agreement.** This Agreement shall remain in full force and effect for a period of one year and may be renewed or amended only upon mutual written consent of the parties.

SCHOOL DISTRICT OF WEST DE PERE

By: _____

Print Name: _____
Title: _____

Print Name: _____
Title: _____

CITY OF DE PERE

By: _____

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

Attachment: WDP Cooperation Agreement 2-16-133-001-09 (4421 : Approval of West De Pere Facilities Use Agreement.*)

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: February 18, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: De Pere Area Men's Club Easter Egg Hunt Donation.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: February 18, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Voyageur Boat Dock Grant.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: February 18, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Review Optimist Park Playground and Softball Field.
