



Board of Park Commissioners

Regular Meeting

Agenda

335 South Broadway
De Pere, WI 54115
www.deperewi.gov

Thursday, March 27, 2025

6:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 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 27, 2025 at 6:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The Public or Members of the Board of Park Commissioners, which may count toward an official quorum, may attend the meeting either in person in the Council Chambers or telephonically or electronically via video conferencing or other appropriate technological means. Telephonic or electronic access to the meeting is provided below:

Computer/smart phone accessing <https://www.gotomeet.me/DePere>

OR

You can also dial in using your phone.
United States (Toll Free): [1 866 899 4679](tel:18668994679)
United States: [+1 \(312\) 757-3117](tel:+13127573117)
Access Code: 154-883-285

This meeting may also be rebroadcast on TV throughout the week and available on demand at <https://deperewi.portal.civicclerk.com/>.

- I. Call to Order
- II. Public Comment on Matters not on the Agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Board of Park Commissioners. §6-3(f) DPMC
- III. Items
 - 1. Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from the February 20, 2025 meeting
 - 2. Consideration and Possible Action to Approve \$2,500 Donation from Greta Johnson for Recreation Scholarship Fund *
 - 3. Consideration and Possible Action to Approve \$2,500 Donation from Greta Johnson for Replacement of Chairs in Upper- Level Meeting Rooms at Community Center *

4. Consideration and Possible Action to Approve Durr Systems Inc.'s Donation of \$1,500 for Individual Sponsorship of June 17 & July 22, 2025 Beer Garden Events *
5. Consideration and Possible Action to Approve Hockers Home Services' Donation of \$1,500 as an Individual Sponsor for July 8 & 29, 2025 Beer Garden Events *
6. Consideration and Possible Action to Approve the Special Event, Bike to the Beat, to be held at Voyageur Park at the Nelson Family Pavilion on August 2, 2025
7. Consideration and Possible Action to Approve a Fee Waiver Request from the De Pere Area Chamber of Commerce for the Nelson Family Pavilion for Art in the Park on June 28, 2025 *
8. Consideration and Possible Action to Approve the bid from Tweet Garot, in the amount of \$8,500, for the Air Conditioning Design, Bid Specification Development, and Construction Oversight at the Community Center *
9. Consideration and Possible Action to Approve the First and Second Quarter Financial Statements for the De Pere Ice Arena
10. Consideration and Possible Action to Approve a One-Year Extension to the Lease Agreement with Brown County Ice Management to operate the De Pere Ice Arena *
11. Consideration and Possible Action to Approve the Summer Water Management Agreement with Carrico Aquatics for both VFW and Legion Pools *
12. Consideration and Possible Action to Approve a 3-Year Agreement with Fox Communities Credit Union to Continue Sponsorship of the Holiday Light Show *
13. Consideration and Possible Action on the Color Option for the Rainbow Park Playground
14. Consideration and Possible Action to Approve Delaying the Voyageur Park Dumpster Project
15. Consideration and Possible Action to Approve the Waterview Heights Subdivision Park Concept
16. Consideration and Possible Action to Approve Agreement with Convenient ATM Services to Provide Seasonal ATM at the Nelson Family Pavilion *
17. Consideration and Possible Action to Approve ATC Performing Work in Voyageur Park and Approve Signature of Permits Required for the Work *

IV. Discussion Items

1. Discussion on the Proposed Seven Year Capital Improvement Plan for the Parks, Recreation, and Forestry Departments

V. Staff Updates

1. 2024 Donation Summary

2. Staff Update on Kay Beer Distributing Co., Inc. being Individual Sponsor of July 15, 2025 Beer Garden
3. Staff Update on Hurckman Mechanical Industries, Inc. being Individual Event Sponsor of the July 1, 2025 Beer Garden
4. Staff Update on \$500 Donation from De Pere Optimist Club for Summer Day Camp T-shirts
5. Staff Update on the Ash Tree Replacement Grant from NEW Water

VI. Future Agenda Items

VII. Adjournment

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

Board Members
Alderspersons
Mayor James Boyd
Kim Flom, City Manager
Eric Erdman, Assistant City Attorney
Marty Kosobucki
Carey Danen, City Clerk
City Hall 1st and 2nd Floor
De Pere Girls Softball
Connor Mason, Teen Advisor
James Lyga, Teen Advisor
Durr Systems, Inc.
Sean Ryan, Bike to the Beat
Fox Community Credit Union
Brown County Ice Management
Kay Distributing
Hurckman Mechanical Industries

De Pere Youth Hockey
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
Christopher Thompson, De Pere School Dist.
Jason Lau, WDP School District
Greta Johnson
Hockers Home Services
Tweet Garot
Carrico Aquatics
Convenient ATM Services
Amy Lee, ATC
De Pere Optimist Club

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



City of De Pere, Wisconsin

III.1

Request for Board of Park Commissioners **Action**

MEETING DATE:	March 27, 2025
DEPARTMENT:	Parks, Recreation & Forestry
FROM:	Grace Lahtela, Administrative Assistant
SUBJECT:	Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from the February 20, 2025 meeting
RECOMMENDED ACTION:	Staff recommends approving the February 20, 2025 Board of Park Commissioners minutes

ATTACHMENTS:
Draft Minutes 2-20-25



Board of Park Commissioners

Regular Meeting

Minutes

335 South Broadway
De Pere, WI 54115
www.deperewi.gov

Thursday, February 20, 2025

6:30 PM

City Hall, Council Chambers 335 S.
Broadway, De Pere, Wisconsin
54115

I. Call to Order

Randy Soquet called the meeting to order at 6:30 PM

Present: Melissa Thiel Collar, Randy Soquet, Mike Eserkaln, Shana Ledvina, Amy Kunding, Elizabeth McMasters, James Lyga

Remote: Jim Kneiszel

Excused: Connor Mason

Others Present:

Marty Kosobucki, Parks, Recreation, and Forestry Director

Paula Rahn, Recreation Superintendent

Betty Marovich, Administrative Assistant/Recording Secretary

II. Public Comment on Matters not on the Agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Board of Park Commissioners. §6-3(f) DPMC

None

III. Items

1. Welcome to New Board of Park Commissioners Member Elizabeth McMasters

Randy Soquet welcomed the new Board of Park Commissioners Member Elizabeth McMasters.

2. Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from the January 16, 2025 meeting.

Melissa Thiel Collar moved to approve the Board of Park Commissioners minutes from the January 16, 2025 meeting, seconded by Amy Chandik Kunding. Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Melissa Thiel Collar
SECONDER:	Amy Kunding
AYES:	Melissa Thiel Collar, Jim Kneiszel, Randy Soquet, Mike Eserkaln, Shana Ledvina, Amy Kunding, Elizabeth McMasters

3. Consideration and Possible Action from the Celebrate De Pere Committee for Using and Waiving the Fees for the Nelson Family Pavilion for Celebrate De Pere *

Marty Kosobucki, Director of Parks, Recreation, and Forestry, explained that historically the city has waived all fees for Celebrate De Pere, and normally we would not bring this item to the Park Board for approval. This year, with the addition of the Nelson Family Pavilion, and Celebrate De Pere requesting a fee waiver for the facility, staff felt this request is substantially different from previous waivers and would like the Park Board to review the request.

Aldersperson Chandik Kunder moved to approve the request from the Celebrate De Pere Committee to waive the fees for the use of the Nelson Family Pavilion during Celebrate De Pere, seconded by Aldersperson Defnet Ledvina.

Aldersperson Defnet Ledvina moved to open the meeting at 6:33 pm, seconded by Randy Soquet. Upon vote, the motion passed unanimously.

Gerard Ambrosius and Amy Keehan from Celebrate De Pere explained to the Park Board how the Committee planned to use the Nelson Family Pavilion during the event. Amy Keehan explained that they planned on using the pavilion as a VIP Sponsorship Oasis. Event sponsors would be given a ticket to get into the VIP area. This would showcase the building to those who support Celebrate De Pere.

Aldersperson Chandik Kunder asked if the bathrooms would still be open to the public. Marty Kosobucki, Director of Parks, Recreation, and Forestry, explained that the external bathrooms are closed for the event and Celebrate De Pere brings in portable toilets. The city prefers this to prevent vandalism to the restrooms. Amy Keehan from Celebrate De Pere stated that they would like access to the two restrooms facing the bowl and the Celebrate De Pere Committee would make sure the restrooms are clean and taken care of. Marty Kosobucki stated that this can be discussed as part of the Special Event Permit process.

James Kneiszel stated he is in favor of the waiver, but would ask Celebrate De Pere to consider allowing other attendees into the pavilion. For many people in De Pere, this will be the first opportunity for them to see the building and feels it sends a bad message to close off the building to just VIP members.

Aldersperson Defnet Ledvina moved to close the meeting to public comment at 6:37 pm, seconded by Randy Soquet. Upon vote, the motion passed unanimously.

Upon vote, the motion to approve the fee waiver passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Amy Kunder
SECONDER:	Shana Ledvina
AYES:	Melissa Thiel Collar, Jim Kneiszel, Randy Soquet, Mike Eserkaln, Shana Ledvina, Amy Kunder, Elizabeth McMasters

4. Consideration & Possible Action to Change Cancellation Policy for Community Center Rentals

Paula Rahn, Recreation Superintendent, outlined the current policy and proposed changes. The current cancellation policy is if the rental is canceled within a two-week period a full refund would be given. With the new software system, rentals cannot be booked online in this two-week window. In order for a renter to book a room during this period, they would need to call the office. Opening up this cancellation period

to 30 days would allow a greater opportunity to rent a room that was canceled.

Melissa Thiel Collar questioned if the cancelation does not go into the system. Paula Rahn explained that with the software system, rentals are blocked off two weeks prior. This allows staff the ability to schedule facility attendants for the rentals. When the rental is canceled in this two-week timeframe, staff can see that the room is now available, but renters would not see it as available online. The only way for a renter to rent a room in the two weeks prior to the date would be to call the office to see if the date is available.

Randy Soquet moved to approve the staff-recommended changes to the cancelation policy for Community Center rentals, seconded by Alderperson Eserkaln. Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Randy Soquet
SECONDER:	Mike Eserkaln
AYES:	Melissa Thiel Collar, Jim Kneiszel, Randy Soquet, Mike Eserkaln, Shana Ledvina, Amy Kunding, Elizabeth McMasters

5. Consideration and Possible Action to Approve a Late Fee Policy for Kidz Zone & Summer Camp Programs

Alderperson Defnet Ledvina moved to approve the staff recommended late fee policy for Kidz Zone and Summer Camp Programs, seconded by Alderperson Chandik Kunding. Upon vote, the motion passed unanimously.

Randy Soquet questioned if this happens often. Paula Rahn, Recreation Superintendent, stated it does not happen often, but with the old software system, staff could automatically draft from an account. With the new software system, an invoice needs to be sent and paid by the customer and this is causing more delinquencies.

RESULT:	Passed (UNANIMOUS)
MOVER:	Shana Ledvina
SECONDER:	Amy Kunding
AYES:	Melissa Thiel Collar, Jim Kneiszel, Randy Soquet, Mike Eserkaln, Shana Ledvina, Amy Kunding, Elizabeth McMasters

6. Consideration and Possible Action to Approve Adding Voyageur Park as a Summer Meal Program Location on the East Side

Randy Soquet moved to approve adding Voyageur Park as a summer meal program location on the east side of De Pere, seconded by Alderperson Defnet Ledvina.

Alderperson Defnet Ledvina stated she has received comments from a few district employees that the city might not be in support of this move. Marty Kosobucki, Director of Parks, Recreation, and Forestry, explained that he has also received some calls in the last couple of days and has no idea where this indication came from. Staff supports this change, but there will be a significant increase in the allocation of resources that will be needed to support this move. With these additional resources required, Park Board approval is necessary.

Alderperson Defnet Ledvina questioned what the significant increase in resources would entail. Marty

Kosobucki explained that currently garbage is collected 2-3 times per week at the park. With the addition of the meal program, every day collection will be required.

Upon vote, the motion to approve adding Voyageur Park as a summer meal program location on the east side was approved unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Randy Soquet
SECONDER:	Shana Ledvina
AYES:	Melissa Thiel Collar, Jim Kneiszel, Randy Soquet, Mike Eserkaln, Shana Ledvina, Amy Kunderinger, Elizabeth McMasters

7. Consideration and Possible Action to Approve the Adopt-a-Launch Program at Perkofski Boat Launch

Alderperson Chandik Kunderinger moved to approve adding the Adopt-a-Launch program at Perkofski Boat Launch, seconded by Melissa Thiel Collar.

RandySoquet questioned if this program was at any other boat launches. Marty Kosobucki, Director of Parks, Recreation, and Forestry, stated that this program is located at both of the other launches in the city.

Upon vote, the motion was approved unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Amy Kunderinger
SECONDER:	Melissa Thiel Collar
AYES:	Melissa Thiel Collar, Jim Kneiszel, Randy Soquet, Mike Eserkaln, Shana Ledvina, Amy Kunderinger, Elizabeth McMasters

8. Consideration and Possible Action to Approve the Playground Proposal for Rainbow Park

Marty Kosobucki, Director of Parks, Recreation, and Forestry, gave a brief explanation of the playground proposals and addressed some of the resident input from the survey. First, there were quite a few resident comments requesting additional swings. The current proposal has a five-swing bay, which is consistent with other playgrounds of this size. To get additional swings, there would need to be an additional swing bay added to the proposal. Although the additional bay would not be that costly, it would require additional playground surfacing, which would cost an additional \$5,000 - \$10,000. There were also comments requesting additional shade structures. Currently, the parks tend to use trees as a shade mechanism and not shade structures, which requires additional maintenance and cost. Additional seating was also requested in the resident input. The proposals required one bench to be included in the design.

Typically, the area around the playgrounds is kept open for optional memorial benches. There are also picnic tables that are located in the parks that can be utilized. There were also comments made that some structures had a lot of climbing events, which are not conducive for younger children.

Marty Kosobucki stated that the approved budget for the playground replacement is \$150,000. Although staff will not make a recommendation on what playground to approve, Marty did provide a summary of each proposal. Lee #1 has a projected cost of \$143,000 with 15 play events, 6 elevated and 9 on the ground, with one bench. Lee #2 has a projected cost of \$146,000 with 19 play events, 6 elevated and 13 on the ground, with one bench. MWP #1 has a projected cost of \$142,000 with 19 play events, 10 elevated and 9 on the ground, with 2 benches. MWP #2 has a projected cost of \$149,000 with 18 play

events, 10 elevated and 8 on the ground, with one bench. Northland has a projected cost of \$151,000 with 19 play events, 11 elevated and 8 on the ground, with one bench.

Marty Kosobucki explained that Northland Recreation's proposal came in over budget and feels like this one should be eliminated. MWP #2 is under budget, but due to the lack of interest from the community survey, he feels like this one should also be eliminated. The three remaining proposals are all very viable options. Lee #2 does have a lot of climbing features which younger kids cannot effectively use, but received the most points from the public survey. MWP #1 has the lowest survey points from the public, but has the most play events, includes two benches, and is the cheapest.

Randy Soquet questioned the total square footage of the current playground at Rainbow Park. Marty Kosobucki stated that it is approximately 3,000 square feet.

Melissa Thiel Collar moved to open the meeting to public comment at 6:57 pm, seconded by Randy Soquet. Upon vote, the motion passed unanimously.

Melissa Signoretti stated she lives across from the park. This park is heavily used by a wide range of kids and there are a lot of community and neighborhood events that take place there. She stated that the covered structures lead to vandalism. She has a background in therapy and feels Lee #2 is an awesome option for kids, even younger ones, because kids need a level of risk. There are not just young kids in the neighborhood, there are teenagers around as well. She also stated it would be nice to see a basketball hoop or a Gaga ball pit being incorporated into the park at some time.

Melissa Thiel Collar moved to close the meeting to public comment at 7:01 pm, seconded by Randy Soquet. Upon vote, the motion passed unanimously.

James Lyga, Teen Advisor, questioned why the proposals were requested for the 5-12 age range. Marty Kosobucki stated that the industry standard for playgrounds is for ages 5-12, or under 5. The play equipment for kids under 5 is incredibly small and that type of equipment does not suit the majority of the residents. All the play structures in the city are for the 5-12 age range, except at Voyageur Park there is an additional play structure specifically for children under 5.

Elizabeth McMasters stated that she studied all the proposals submitted. Her children are just getting out of toddler range. At first glance, she wasn't sure of Lee #2 with all the climbing structures, but the more she looked at it, many of the structures are low to the ground so young toddlers could reach them. With Lee #1, the structures are up higher, which would require parents to climb up onto the equipment with the younger kids. She feels the kids will be very excited to see something new and different in the parks.

Randy Soquet moved to approve the Lee Option #2 proposal for the Rainbow Park playground, seconded by Alderperson Chandik Kunding.

Marty Kosobucki questioned if Randy Soquet wanted to include color options with the motion or for staff to bring back options next month. Randy Soquet requested staff to bring back options next month.

Randy Soquet questioned the timeline for the project to be completed. Marty Kosobucki estimated that the equipment should be ready by the middle to end of September, with the old equipment being removed in July.

Upon vote, the motion to approve Lee Option #2 for the Rainbow Park playground was approved unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Randy Soquet
SECONDER:	Amy Kunding
AYES:	Melissa Thiel Collar, Jim Kneiszel, Randy Soquet, Mike Eserkaln, Shana Ledvina, Amy Kunding, Elizabeth McMasters

9. Consideration and Possible Action on Approving a Park Naming Policy *

Randy Soquet moved to open the meeting to public comment at 7:08 PM, seconded by Melissa Thiel Collar. Upon vote, the motion passed unanimously.

Joe Nicks stated that upon review of the parks, it appears that the Park Board has jurisdiction of 38 parks in the city and none of them are named after women and, up to this point, the naming rights to a park have never been sold. Currently, the parks are all named after service groups or great people of the City of De Pere that have done good things. Mr. Nicks does not like the idea of a park named after a donor, or putting the naming rights of a park up for sale. If the Park Naming Policy gets approved, he would like the renaming of Wilson Park to be considered. James Hughes was a very significant member of the community, who is not well recognized, but deserves recognition. Looking at the criteria in the Park Naming Policy, Woodrow Wilson does not meet the criteria, but James Hughes does. There has been some discussion with the De Pere Historical Society and the Historic Preservation Committee about renaming Wilson Park, which would probably be addressed if it gets to a point where park improvements are made. Mr. Nicks also does not agree with the idea of the naming or renaming of a park needing a unanimous vote. Current policy for the park board and city council is for items to be approved, or denied, with a majority vote.

Aldersperson Hansen agreed with Mr. Nicks regarding the unanimous vote requirement, stated there are very few situations that arise at common council where a 2/3 majority vote is even required. Requiring a unanimous vote would not align with current policy. Aldersperson Hansen also mentioned that there has been some discussion with the Historical Preservation Committee over the renaming of Wilson Park after James Hughes. If Wilson Park is redesigned, hopefully the renaming of the park is considered.

Aldersperson Hansen also commented that some of the language in the policy is strong.

Randy Soquet moved to close the meeting to public comment at 7:17 PM, seconded by Melissa Thiel Collar. Upon vote, the motion passed unanimously.

Melissa Thiel Collar stated that she was the one that requested a Park Naming Policy be established to give the Park Board some guidance when naming a park. Without guidance, there is nothing to help guide the park board when it comes time to name a new park. Melissa feels that section c of the renaming policy that requires a unanimous decision should be removed from the policy. When it comes to naming a park, budgets are tight and donors arise. She feels it needs to be addressed in the policy when a donor should be considered for park naming rights. She feels the language in the policy is very good and that only under dire circumstances should a park ever be considered to be renamed. Renaming parks should be a last resort because there were historical reasons and significance at the time when the park was named and changing what predecessors had decided can lead to issues.

Aldersperson Defnet Ledvina agrees that section c under renaming of parks should be removed.

James Kneiszel stated he feels renaming of parks as an option should be removed entirely from the Park Naming Policy. He feels our predecessors named a park for a reason and there should be no real mechanism to rename it unless something very serious happened, and this could be addressed on an

individual basis. He appreciates the rest of the policy and the guidance it will provide, but recommends striking the last section of the policy entirely.

Aldersperson Chandik Kundingler feels the renaming portion of the policy should remain, but would recommend section c under the renaming policy, requiring unanimous approval, be removed.

Melissa Thiel Collar moved to approve the Park Naming Policy, with removing subsection c, under item B of the park renaming section of the policy, seconded by Aldersperson Defnet Ledvina. Upon vote, the motion passed, with James Kneiszel voting no.

RESULT:	Passed
MOVER:	Melissa Thiel Collar
SECONDER:	Shana Ledvina
AYES:	Melissa Thiel Collar, Randy Soquet, Mike Eserkaln, Shana Ledvina, Amy Kundingler, Elizabeth McMasters
NAYS:	Jim Kneiszel

10. Consideration and Possible Action to Approve 3-Yr. Agreement with MultiMedia Channels LLC for Brochure Advertising, Design & Distribution *

Aldersperson Defnet Ledvina moved to approve the 3-year agreement with MulitMedial Channels LLC for brochure advertising, design, and distribution, seconded by Randy Soquet. Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Shana Ledvina
SECONDER:	Randy Soquet
AYES:	Melissa Thiel Collar, Jim Kneiszel, Randy Soquet, Mike Eserkaln, Shana Ledvina, Amy Kundingler, Elizabeth McMasters

11. Consideration and Possible Action to Approve Kay Distributing as Beer Distributor for 2025 Beer Gardens *

Aldersperson Chandik Kundingler moved to approve Kay Distributing as the beer distributor for the 2025 Beer Gardens, seconded by Aldersperson Eserkaln. Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Amy Kundingler
SECONDER:	Mike Eserkaln
AYES:	Melissa Thiel Collar, Jim Kneiszel, Randy Soquet, Mike Eserkaln, Shana Ledvina, Amy Kundingler, Elizabeth McMasters

IV. Staff Updates

1. Staff Update on Individual Sponsorship of \$750 from Immel Construction Inc. for June 10, 2025 Beer Garden event

Marty Kosobucki, Director of Parks, Recreation, and Forestry, stated Immel Construction has agreed to sponsor the June 10, 2025 beer garden event for \$750.

2. Staff Update on Individual Sponsorship of \$750 from IEI General Contractors, Inc. for June 24, 2025 Beer Gardens

Marty Kosobucki, Director of Parks, Recreation, and Forestry stated that IEI General Contractors agreed to sponsor the June 24, 2025 beer garden for \$750.

3. Staff Update on an Individual Sponsorship of \$750 from GRAEF for August 5, 2025 Beer Gardens

Marty Kosobucki, Director of Parks, Recreation, and Forestry stated that GRAEF has agreed to sponsor the August 5, 2025 beer garden event for \$750.

4. Recommendation from Board of Public Works to Subsidize Street Tree Costs

Marty Kosobucki, Director of Parks, Recreation, and Forestry, stated that Alderperson Hansen requested a proposal for the city to start subsidizing the cost of planting terrace trees. The Board of Public Works approved the proposal for the city to cover any additional cost of street trees planting in excess of \$100 per tree. This will need to be incorporated into the Forestry budget for 2025 and, if approved during the budget process, the policy will be activated.

5. Staff Update on Holiday Light Show.

Marty Kosobucki, Director of Parks, Recreation, and Forestry, stated that the Holiday Light Show was a wonderful event again this year. There were over 3,600 cars that went through the show, and over 300 people participated in the walking event this year. Even though the traffic authorities declared a tow ban and the horse-drawn carriage rides could not happen, the new walking event was still a success. The agreement with Fox Community Credit Union for the event is now complete and staff is working with them to try to incorporate additional activities for future events.

V. Future Agenda Items

Marty Kosobucki, Director of Parks, Recreation, and Forestry stated that the 7-year CIP will be presented at the March Park Board meeting.

VI. Adjournment

Elizabeth McMasters moved to adjourn the meeting at 7:28 PM, seconded by Alderperson Defnet Ledvina. Upon vote, the motion passed unanimously.

Respectfully submitted,
Grace Lahtela, Administrative Assistant



City of De Pere, Wisconsin

III.2

Request for Board of Park Commissioners **Action**

MEETING DATE: March 27, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Paula Rahn, Recreation Superintendent
SUBJECT: Consideration and Possible Action to Approve \$2,500 Donation from Greta Johnson for Recreation Scholarship Fund *
RECOMMENDED ACTION: Staff recommends approval

ATTACHMENTS:
Rec Scholarship 2025 - Greta Johnson

CITY OF DE PERE

Community Center

600 Grant Street, De Pere, WI 54115 | 920-339-4097 | www.de-pere.org



TO: Board of Park Commissioners
FROM: Paula Rahn, Recreation Superintendent
DATE: March 18, 2025
RE: Consideration & Possible Action to Approve \$2,500 from Greta Johnson to the Recreation Scholarship Fund

Staff is requesting the Board of Park Commissioner's approval to accept a generous donation of \$2,500 from Greta Johnson to the Recreation Scholarship Fund. Ms. Johnson has graciously donated the same amount for the past six years. We are truly appreciative of her continued support.

Through 2024, the Recreation Scholarship Fund awarded 553 scholarships to families in need. Our current balance in the account is \$51,502.14.

Thank you for your time and consideration.

Donation Information:

From: Greta Johnson

1301 Franklin St.

De Pere, WI 54115

To: De Pere Parks & Recreation Department

For: Recreation Scholarship Fund

Amount: \$2,500



City of De Pere, Wisconsin

III.3

Request for Board of Park Commissioners **Action**

MEETING DATE:	March 27, 2025
DEPARTMENT:	Parks, Recreation & Forestry
FROM:	Paula Rahn, Recreation Superintendent
SUBJECT:	Consideration and Possible Action to Approve \$2,500 Donation from Greta Johnson for Replacement of Chairs in Upper- Level Meeting Rooms at Community Center *
RECOMMENDED ACTION:	Staff recommends approval

ATTACHMENTS:

Greta Johnson Donation - Replacement of Chairs 3.25

CITY OF DE PERE

Community Center

600 Grant Street, De Pere, WI 54115 | 920-339-4097 | www.de-pere.org



TO: Board of Park Commissioners
FROM: Paula Rahn, Recreation Superintendent
DATE: March 18, 2025
RE: Consideration & Possible Action to Approve \$1,000 from Greta Johnson towards chairs/tables for Community Center meeting rooms and foyer

Staff is requesting the Board of Park Commissioner's approval to accept a generous donation of \$2,500 from Greta Johnson towards the replacement of chairs in our upper-level meeting rooms at the Community Center. Ms. Johnson has already donated \$1,000 in November 2024 towards this project which we are extremely grateful. We are genuinely appreciative of all the support that Ms. Johnson has given to our department for various projects and towards the Recreation Scholarship Fund over the years and are truly thankful for this additional contribution.

Thank you for your time and consideration.

Donation Information:

From: Greta Johnson

1301 Franklin St.

De Pere, WI 54115

To: De Pere Community Center

For: Replacement of Chairs in Meeting Rms. at Community Center

Amount: \$2,500



City of De Pere, Wisconsin

III.4

Request for Board of Park Commissioners **Action**

MEETING DATE: March 27, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Paula Rahn, Recreation Superintendent
SUBJECT: Consideration and Possible Action to Approve Durr Systems Inc.'s
Donation of \$1,500 for Individual Sponsorship of June 17 & July 22,
2025 Beer Garden Events *
RECOMMENDED ACTION: Staff recommends approval of the donation

ATTACHMENTS:
Beer Gardens Durr Systems Inc 6.17.25-7.22.25

CITY OF DE PERE

Community Center

600 Grant Street, De Pere, WI 54115 | 920-339-4097 | www.de-pere.org



TO: Board of Park Commissioners
FROM: Paula Rahn, Recreation Superintendent
DATE: February 24, 2025
RE: Consideration to accept a \$1500 donation from Dürr Systems Inc. for the June 17th & July 22nd Individual Sponsorship of the De Pere Beer Gardens

Staff is requesting the Board of Park Commissioner's approval to accept a \$1,500 donation from Dürr Systems Inc. for an individual sponsorship of two dates of our Beer Garden events at the Nelson Pavilion in Voyageur Park – June 17 & July 22, 2025. An individual sponsor would be listed in all social media posts and other electronic marketing specific to that event along with signage at the event.

Dürr Systems Inc. has been a wonderful partner over the years and has been an individual sponsor of the Beer Gardens since 2022. They are extremely easy and fun to work with! Dürr Systems Inc. provides additional volunteers (in festive shirts) to work the beer tent as well as provide swag to beer garden patrons. They also do a fabulous and do a great job at promoting the events at their business while encouraging workers to attend the events. We are extremely pleased to have Dürr Systems Inc. return as one of our individual sponsors again this year and look forward to their partnership in helping make the Beer Gardens a tremendous success!

Thank you for your time and consideration.

Donation Information:

From: Dürr Systems, Inc.
c/o Rodney Schwartz, Vicky Brittnacher
830 Prosper Street
De Pere, WI 54115

To: De Pere Parks & Recreation Department
For: Individual Sponsorship for June 17 & July 22 Beer Garden Events
Amount: \$1,500 (2 dates @ \$750 ea.)



City of De Pere, Wisconsin

III.5

Request for Board of Park Commissioners **Action**

MEETING DATE: March 27, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Paula Rahn, Recreation Superintendent
SUBJECT: Consideration and Possible Action to Approve Hockers Home Services' Donation of \$1,500 as an Individual Sponsor for July 8 & 29, 2025 Beer Garden Events *
RECOMMENDED ACTION: Staff recommends approval

ATTACHMENTS:

Beer Gardens Hockers Home Services Sponsorship 7.8.25-7.29.25

CITY OF DE PERE

Community Center

600 Grant Street, De Pere, WI 54115 | 920-339-4097 | www.de-pere.org



TO: Board of Park Commissioners
FROM: Paula Rahn, Recreation Superintendent
DATE: March 13, 2025
RE: Consideration to accept a \$1500 donation from Hockers Home Services for the Individual Sponsor of De Pere Beer Gardens on July 8th & July 29th

Staff is requesting the Board of Park Commissioner's approval to accept a \$1500 donation from Hockers Home Services to be an individual sponsor of our July 8 and July 29, 2025 Beer Garden events at the Nelson Family Pavilion in Voyageur Park. An individual sponsor would be listed in all social media posts and other electronic marketing specific to that event along with signage at the event.

We are excited to have Hockers Home Services as a first-time sponsor for this great community event and look forward to their partnership in helping make the Beer Gardens a tremendous success!

Donation Information:

From: Hockers Home Services
c/o Tanya Young, Community Engagement Manager
2045 Profit Place
De Pere, WI 54115
To: De Pere Parks & Recreation Department
For: Individual Sponsorship for July 8 & 29, 2025 Beer Garden Events
Amount: \$1500



City of De Pere, Wisconsin

III.6

Request for Board of Park Commissioners **Action**

MEETING DATE: March 27, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Consideration and Possible Action to Approve the Special Event, Bike to the Beat, to be held at Voyageur Park at the Nelson Family Pavilion on August 2, 2025
RECOMMENDED ACTION: Staff recommends approval of the Special Event Bike to the Beat.

ATTACHMENTS:
Cover Memo.Bike to the Beat

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: March 20, 2025

RE: Bike to the Beat Approval

We are bringing forward the request of renting Voyageur Park because the Bike to the Beat event is expecting to be over 1,000 people. Bike to the Beat is a program that used our park last year, however the estimated attendance at that time was 800 people. The event is expected to grow significantly to approximately 3,000 people.

Below is the summary provided by the event organizer, Sean Ryan;

The 9th Annual Bike to the Beat will take place on Saturday, August 2nd. The event is sponsored by Fox Communities Credit Union and benefits the Fox Cares Foundation, the charitable arm of the credit union. The non-competitive, untimed ride for all abilities starts and ends in Combined Locks and riders travel anywhere from 7 to 53 miles with seven different music-themed stops between the Fox Cities and Voyageur Park in De Pere.

Staff Recommendation: We did not have any major issues with the event last year and would recommend approval of the event.



City of De Pere, Wisconsin

III.7

Request for Board of Park Commissioners Action

MEETING DATE: March 27, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Consideration and Possible Action to Approve a Fee Waiver Request from the De Pere Area Chamber of Commerce for the Nelson Family Pavilion for Art in the Park on June 28, 2025 *
RECOMMENDED ACTION: Consideration of Fee Waiver for the Nelson Family Pavilion

ATTACHMENTS:

Cover Memo.Fee Waiver request, De Pere Chamber Fee Waiver Request - Nelson Family Pavilion for Art in the Park 2025

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: March 20, 2025

RE: Waiver request from De Pere Chamber for Art in the Park

Summary: The De Pere Chamber of Commerce is requesting to use Voyageur Park for their Art in the Park Event. They are requesting a fee waiver for the use of the park facilities.

Background: A number of years back the Board of Park Commissioners reviewed their practices on granting waivers and established a new policy. That policy essentially states that civic groups based in De Pere and serve over 50% De Pere Residents are allowed to request and be granted a waiver for the use of park facilities during Monday - Thursdays, however no fee waivers would be granted on weekends and holidays. The only fee waivers that I am aware of over the years has been for City sponsored/co-sponsored events and for Celebrate De Pere. The practice of the fee waiver for Celebrate De Pere started many years ago and simply was grandfathered in.

I have included a communication from Logan Brecklin of the De Pere Chamber explaining the request and their event.

Staff Recommendation: While the event is a great event for our community, I would not suggest granting a waiver as it would go against our policy. If you wish to grant a waiver to the event, I would suggest going back and revising our fee waiver policy.

Grace Lahtela

From: Brecklin, Logan <lbrecklin@atcllc.com>
Sent: Tuesday, February 25, 2025 8:26 AM
To: Marty Kosobucki
Cc: Grace Lahtela; De Pere Chamber of Commerce; Brecklin, Logan
Subject: Fee Waiver Request - Nelson Family Pavilion for Art in the Park 2025

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Marty,

Hope you're doing well with this beautiful spring-like weather. I'm reaching out on behalf of the De Pere Area Chamber of Commerce to **request a fee waiver for the Nelson Family Pavilion the weekend of 6/28-6/29/25.**

Over the last 10 years, we've grown this event to be a staple that artists and visitors have come to reserve on their calendars for the full family fun it brings. As an organization, DPACC has been intentional about receiving and applying feedback to provide even further value to everyone who joins us! The event includes:

- A 9-hour event timeline (past years has been 5 hours) that will allow more visitors to attend and more exposure for artists, musicians, and our elected officials.
- Maintaining our planned Saturday 1-day event, with Sunday being a full-day alternative rain day (used in 2024!).
- Also new this year is our plan to hold separate artist areas, including a youth artists area to highlight work from high school age artists (the intent is to have local businesses sponsor any entry fees so it's free of charge for the youth artists).
- Our intent is to use the Nelson Family Pavilion for multiple purposes:
 - Children's art area where the West De Pere High School Art Club, and West De Pere Middle School Dance Team, will volunteer to engage youth with facepainting, water tattoos, upcycled art, chalk art, etc.
 - Rotating music acts, providing an opportunity for youth artists and other local artists to showcase their talent, and an avenue for other prominent musicians (Luma Knotty and Randy Peterson in years past) to engage with the community.
 - Using the back garage area to sell beverages – this is our spot where we plan to have Mayor Boyd, Alderman Gantz, etc. to help engage with people while serving beer.

As you can see from the below graphic, the Nelson Family Pavilion will be a keystone to our event with all activity centering around the Voyageur Park bowl. The DPACC has been very dedicated to reinvesting any cash we have into our programs and community events that help bridge together

businesses and communities. **Getting a waiver to the fees for the pavilion and bowl would help the DPACC remain financially healthy, and support our mission of helping businesses and citizens in the greater De Pere area succeed.**

Please reach out if you have any questions or concerns. Look forward to hearing back from you!

Sincerely,

Logan Brecklin, MBA, PE

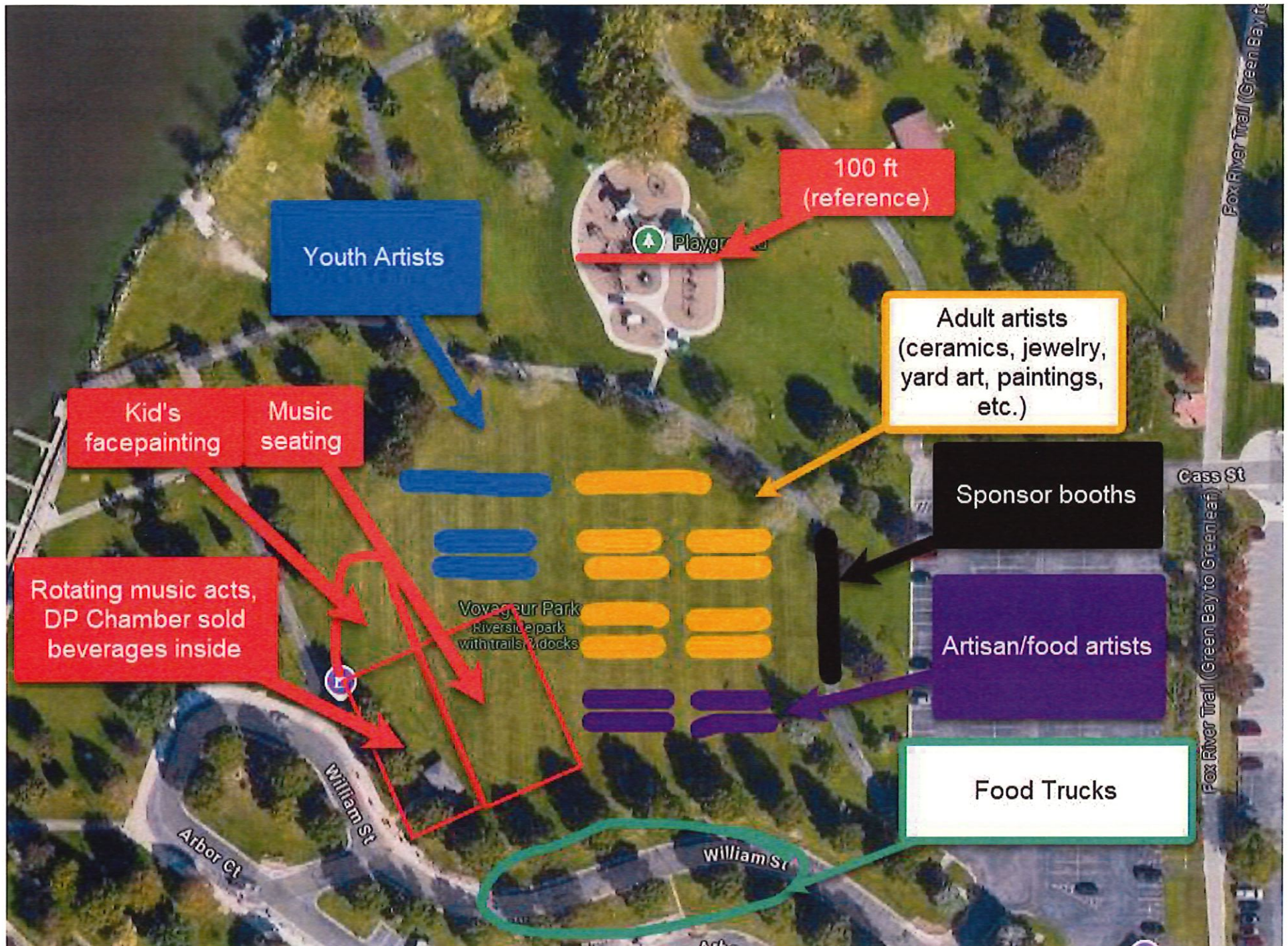
Events Committee | De Pere Area Chamber

566 Redbird Cir Ste B

De Pere, WI 54115



CONFIDENTIAL - Limited Disclosure. This information can be shared with participants of an organization or some members of a community. Additional restrictions can be made.





City of De Pere, Wisconsin

III.8

Request for Board of Park Commissioners Action

MEETING DATE: March 27, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Consideration and Possible Action to Approve the bid from Tweet Garot, in the amount of \$8,500, for the Air Conditioning Design, Bid Specification Development, and Construction Oversight at the Community Center *
RECOMMENDED ACTION: Staff recommends approval of the Tweet Garot Proposal.

ATTACHMENTS:

Memo.Park Board.Design approval, De Pere Community Center AC Replacement - Engineering Proposal

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: March 20, 2025

RE: Approval of design consultant for Community Center AC Design

Summary: We are seeking approval of a design consultant to create design specifications and provide construction oversight for the replacement of the Air Conditioning at the Community Center.

Background: The department has \$140,000 approved to address the replacement of the aging air conditioning unit at the Community Center. As part of this process, we are requesting a design consultant assist the City in developing specifications for replacement. We sent request for quotes out to 12 different consultants and received one bid back. After reviewing the bid, staff feels the bid meets our needs.

Staff Recommendation: Approve design bid from Tweet Garot in the amount of \$8,500 to address the design and bid specifications development and construction oversight.

February 25, 2025

Marty Kosobucki
CITY OF DE PERE
 925 S. Sixth Street, De Pere, WI 54115

Engineering Services for: De Pere Community Center – Air Conditioning Replacement Design and Construction Management
Proposal #: DAR02252025.1

VIA email to: mkosobucki@deperewi.gov

Dear Marty,

Thank you for allowing Tweet/Garot Mechanical to propose to provide **engineering services** to complete the design for the replacement of the air conditioning unit at the De Pere Community Center.

The scope of the Engineering services for drawing preparation and construction administration will include the following services.

DESIGN PHASE:

- Initial project kick-off meeting
- Site visit to verify existing conditions
- Review potential air conditioning replacement alternatives, including direct air-cooled condensing unit (and cooling coil replacement), conversion to a chilled water system, or potentially change to a packaged heating and air conditioning unit (rooftop style unit, on grade)
- Meet with client to review alternatives and decide on a design approach.
- Preparation of drawings to show the scope of the proposed work, including demolition drawings and construction drawings
- Schedules listing any new equipment required
- Appropriate details to show ducting and piping arrangements
- Ductwork application matrices (on the plan sheets) to identify material expectations
- Specifications on the plan sheets to define other materials and equipment as required
- 1 final design review meeting
- Provide plan submittal for HVAC if required
- Estimate of the probable cost of construction

Wisconsin

Michigan

Arizona

De Pere Wisconsin Rapids Wrightstown Tomahawk Altoona

Gladstone

Tempe

CONSTRUCTION ADMINISTRATION PHASE:

- Respond to any questions during the bidding and construction process (2)
- Review of project equipment and material submittals (2)
- Preconstruction meeting at site with the selected contractor (2)
- Periodic site visits during construction to review work progress and conformance with the contract documents (2 total) (4)
- Final site visit to confirm the installed system is in general conformance with the bidding documents (2)
- Review of TAB reports for project close-out (if required)

This proposal is for engineering services only and excludes furnishing and installation of materials, labor and service.

Bidding documents will be developed following accepted industry design standards. Our deliverable will be drawings in Revit and PDF format for bidding and for plan review (11"x17" size).

Specific Exclusions include the following: Electrical engineering, structural and civil engineering.

We propose to provide the engineering services, as described above, for the lump sum price of **\$8,500**. Refer to attached Proposed Fee Schedule for fee breakdown as requested by the City of De Pere.

This proposal reflects pricing as of this date and is valid for 60 days.

Please note requested clarifications/revisions to the RFP documents:

Requested revision #1 – RFP on page 3 under **PAYMENT**. Request striking entire paragraph and replacing with the following standard Tweet/Garot payment terms:

“Projects will be progress billed as a percentage of work completed.

Our standard payment terms are net 30 days. Interest will be charged on past due accounts at 1.5% per month. If payment is made by credit card, a 1.5% processing fee will be charged.”

Requested revision #2 – Sample Agreement for Contractor Services, on page 1 under **COMPENSATION**. Request striking entire paragraph and replacing with the following standard Tweet/Garot payment terms:

“Projects will be progress billed as a percentage of work completed.

Our standard payment terms are net 30 days. Interest will be charged on past due accounts at 1.5% per month. If payment is made by credit card, a 1.5% processing fee will be charged.”

Wisconsin

Michigan

Arizona

De Pere Wisconsin Rapids Wrightstown Tomahawk Altoona

Gladstone

Tempe

Clarification #1 – RFP on page 3 under **DELIVERY**, items 4 reads: “Provide all required permits and regulatory approvals for construction of the upgrade to the new air conditioning system.” On the next page under **ADDITIONAL INFORMATION** it states: “The City will pay for permitting fees associated with the project.” For the purpose of this proposal, we are assuming all permitting and plan review fees for this project are EXCLUDED and will be paid for by the City.

Acceptance of any proposal will be based upon receipt of a signed copy of this proposal or a written purchase order. All purchases are subject to Tweet/Garot Contract Terms and Conditions (see attached). Work will not commence prior to receipt of written authorization as stated above.

Thank you for the opportunity to submit this proposal. Please call (920) 347-6186 or e-mail dan.rehbein@tweetgarot.com with any questions.

Sincerely,

TWEET/GAROT MECHANICAL, INC. – De Pere



Daniel A. Rehbein, PE, LEEP AP

Manager – Building Engineering Group

cc: Frank Ujzdowski – T/G

Acceptance of Proposal:

By: _____

P.O. No. _____

Date: _____

Wisconsin

Michigan

Arizona

De Pere Wisconsin Rapids Wrightstown Tomahawk Altoona

Gladstone

Tempe

Proposed Fee Schedule

Company Name: Tweet/Garot Mechanical, Inc.

Company Address: 325 Reid Street, De Pere, WI 54115

Company Address: _____

Company Representative: Daniel A. Rehbein, P.E.

Signature: 

De Pere Community Center Air Conditioning Replacement Design Phase (bid items)	Fee
Design Community Center Air Conditioning Replacement	\$ 6500.00
Project Meetings (Two)	\$ 500.00
Total Design Fee	\$ 7000.00

De Pere Community Center Air Conditioning Replacement Construction Phase (bid items)	Fee		
Description	Unit	Unit price	Amount
Attend Preconstruction Meeting	LS	\$ 250.00	\$ 250.00
Review Shop Drawings	LS	\$ 250.00	\$ 250.00
Perform Construction Administration	HR	\$ 125.00	\$ 500.00
Perform Construction Oversight	HR	\$ 125.00	\$ 500.00
Total Construction Fee			\$ 1500.00



City of De Pere, Wisconsin

III.9

Request for Board of Park Commissioners **Action**

MEETING DATE:	March 27, 2025
DEPARTMENT:	Parks, Recreation & Forestry
FROM:	Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT:	Consideration and Possible Action to Approve the First and Second Quarter Financial Statements for the De Pere Ice Arena
RECOMMENDED ACTION:	Staff Recommends Approval of the first and second quarter financial statements for the De Pere Ice Center

ATTACHMENTS:

De Pere Ice Arena First and Second Quarter Financials 2024-2025

DePere Ice Arena, will be closing for the season April 28, 2025

DePere Youth Hockey will host WAHA State Tournament February 21-23, for 14U Boys, which will include 8 teams total, 7 from out of town.

There is currently an issue with one of the four compressors, and that may need to be replaced. I'll follow up with Marty to file an equipment claim with your insurance for the failure. I have not received a quote for replacement cost currently. Replacement compressors are typically between 12-15k. Because it is winter, and there are still 3 compressors able to run, there is not any crucial need to have the 4th at this time and will make sure to get this fixed or replaced prior to the end of the season in April.

If you have any questions, please feel free to contact me, 920-403-2000 or email at cornerstoneicecenterdon@gmail.com.

Thank you.

Don Chilson, Manager

Brown County Ice Management

12:08 PM

01/15/25

Accrual Basis

De Pere Ice Arena
Profit & Loss
 June through August 2024

	Jun - Aug 24
Ordinary Income/Expense	
Income	
4004 · Figure Skating	1,867.25
4007 · Ice Rental-Private	
4007j · DePere Youth Hockey	752.50
Total 4007 · Ice Rental-Private	752.50
4007a · Non Contracted Ice	-4.00
4009 · Ice Rental-Summer	1,247.50
Total Income	3,863.25
Gross Profit	3,863.25
Expense	
5000 · Building Expense	
5004 · Service Contracts	2,235.11
5005 · Zamboni	50.00
Total 5000 · Building Expense	2,285.11
5001 · Insurance Expense	3,780.00
5300 · Office Expense	
5301 · Bank Service Charges	69.36
5306 · Office Supplies	1,098.17
5308 · Telephone Expense	902.95
5300 · Office Expense - Other	181.27
Total 5300 · Office Expense	2,251.75
5600 · Electric	11,986.80
5601 · Water	1,789.97
5602 · Gas	670.39
6000 · Depreciation Expense	656.40
Total Expense	23,420.42
Net Ordinary Income	-19,557.17
Net Income	-19,557.17

De Pere Ice Arena
Balance Sheet
As of August 31, 2024

	Aug 31, 24
ASSETS	
Current Assets	
Checking/Savings	
1015 · Nicolet Bank	118.66
Total Checking/Savings	118.66
Other Current Assets	
1300 · Prepaid Expenses	3,025.14
Total Other Current Assets	3,025.14
Total Current Assets	3,143.80
Fixed Assets	
1600 · Equipment	89,822.48
1610 · Accumulated Depreciation	-85,565.90
Total Fixed Assets	4,256.58
TOTAL ASSETS	7,400.38
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	-0.06
Total Accounts Payable	-0.06
Other Current Liabilities	
2701 · Payable to/(Receivable fr) BCIM	8,921.06
Total Other Current Liabilities	8,921.06
Total Current Liabilities	8,921.00
Total Liabilities	8,921.00
Equity	
3900 · Unrestricted Net Assets	18,036.55
Net Income	-19,557.17
Total Equity	-1,520.62
TOTAL LIABILITIES & EQUITY	7,400.38

12:09 PM
01/15/25
Accrual Basis

De Pere Ice Arena
Profit & Loss
September through November 2024

	Sep - Nov 24
Ordinary Income/Expense	
Income	
4004 · Figure Skating	11,104.03
4007 · Ice Rental-Private	
4007j · DePere Youth Hockey	15,226.41
Total 4007 · Ice Rental-Private	15,226.41
4007a · Non Contracted Ice	1,442.50
4016 · Vending	616.10
4110 · Klick-Synch	2,115.75
4111 · Ice Rental-Deacons	265.00
Total Income	30,769.79
Gross Profit	30,769.79
Expense	
5000 · Building Expense	
5004 · Service Contracts	1,985.79
5005 · Zamboni	384.82
5010 · Repairs and Maintenance	3,912.29
Total 5000 · Building Expense	6,282.90
5001 · Insurance Expense	3,780.00
5300 · Office Expense	
5301 · Bank Service Charges	74.85
5306 · Office Supplies	23.17
5308 · Telephone Expense	902.85
Total 5300 · Office Expense	1,000.87
5400 · Payroll	
5401 · FICA Employer	3,436.76
5403 · Medicare Expense	619.08
5404 · Regular Earnings	16,105.40
5405 · Salaries	25,183.83
5407 · Payroll Processing Fees	325.00
Total 5400 · Payroll	45,670.07
5600 · Electric	15,809.86
5601 · Water	953.66
5602 · Gas	949.15
5700 · Vending Expense	2,102.23
6000 · Depreciation Expense	656.40
Total Expense	77,205.14
Net Ordinary Income	-46,435.35
Net Income	-46,435.35

12:10 PM
01/15/26
Accrual Basis

De Pere Ice Arena
Balance Sheet
As of November 30, 2024

	Nov 30, 24
ASSETS	
Current Assets	
Checking/Savings	
1015 · Nicolet Bank	232.21
Total Checking/Savings	232.21
Other Current Assets	
1300 · Prepaid Expenses	1,039.35
Total Other Current Assets	1,039.35
Total Current Assets	1,271.56
Fixed Assets	
1600 · Equipment	89,822.48
1610 · Accumulated Depreciation	-86,222.30
Total Fixed Assets	3,600.18
TOTAL ASSETS	4,871.74
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	4,914.29
Total Accounts Payable	4,914.29
Other Current Liabilities	
2105 Sales Tax Payable	28.68
2703 Payable Surcharge to City	-175.00
2701 · Payable to/(Receivable fr) BCIM	48,059.74
Total Other Current Liabilities	47,913.42
Total Current Liabilities	52,827.71
Total Liabilities	52,827.71
Equity	
3900 · Unrestricted Net Assets	18,036.55
Net Income	-65,992.52
Total Equity	-47,955.97
TOTAL LIABILITIES & EQUITY	4,871.74



City of De Pere, Wisconsin

III.10

Request for Board of Park Commissioners Action

MEETING DATE:	March 27, 2025
DEPARTMENT:	Parks, Recreation & Forestry
FROM:	Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT:	Consideration and Possible Action to Approve a One-Year Extension to the Lease Agreement with Brown County Ice Management to operate the De Pere Ice Arena *
RECOMMENDED ACTION:	Staff recommends approve of a one-year extension to the Lease Agreement with Brown County Ice Management.

ATTACHMENTS:

Cover Memo.Lease Amendment.BCIM, Third Extension of Lease w-Brown County Ice Management Inc.3-19-25-155-001-12, Extension of Lease w-Brown County Ice Management, Inc.2-7-24-155-001-12, Brown County Ice Management 4th Amendment 2023, 2018 3rd Amendment - BC Ice Mgmt, 2014 2nd Amendment - BC Ice Mgmt, 2013 Amendment - BC Ice Mgmt, 2012 Lease Agreement - BC Ice Mgmt

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: March 20, 2025

RE: Brown County Ice Management – Lease Amendment

Summary: After obtaining input from City Administration and Ice Arena stake holders, staff is recommending a one-year extension to the lease agreement with Brown County Ice Management to operate the De Pere Ice Arena. By providing a one-year extension it allows the City some time to navigate through the topic and issue of the Ice Arena and the condition report that was submitted by our consultant.

I have included the past agreement and amendments that have been passed over the years. I would ask the Park Board to entertain the conversation of the surcharge at its current level prior to moving forward with approving the lease extension.

Staff Recommendation: Recommend to City Council a one-year extension to the current lease with Brown County Ice Management.

**THIRD EXTENSION OF LEASE AGREEMENT BETWEEN THE
CITY OF DE PERE AND BROWN COUNTY ICE MANAGEMENT, INC.**

THIS THIRD EXTENSION OF LEASE AGREEMENT ("Extension") is entered and effective this 1st day of June, 2025, by and between the City of De Pere ("City") and Brown County Ice Management, Inc., a Wisconsin not-for-profit corporation ("Lessee"), collectively referred to as "the Parties."

WHEREAS, the City and Lessee are parties to a Lease Agreement dated April 5, 2012, with amendments thereto dated April 17, 2013, December 29, 2014, and November 27, 2018, and an extensions thereto dated June 1, 2023, and March 19, 2024 (collectively referred to as "the Lease Agreement"), providing for Lessee's use of city-owned property and improvements at the De Pere Ice Arena located at 1450 Fort Howard Avenue; and

WHEREAS, the Parties mutually agree to extend the Lease Agreement for an additional one year term, as more fully set forth below.

NOW THEREFORE, the Parties hereby agree to renew and extend the Lease Agreement as follows:

1. Paragraph 2.01 of the Lease Agreement shall be extended for a term of 12 months, June 1, 2025, through May 31, 2026.
2. All other terms, provisions, conditions, requirements and obligations of the Lease Agreement shall remain in full force and effect and are incorporated herein by reference.

Dated this ____ day of _____, 2025.

[Signatures on following page]

BROWN COUNTY ICE MANAGEMENT, INC.

By:

Don Chilson, Manager
Registered Agent

CITY OF DE PERE

By:

Kimberly T. Flom, City Manager

Carey E. Danen, City Clerk

J:\Law\Leases\2025\Third Extension of Lease w-Brown County Ice Management, Inc.3-19-25-155-001-12.docx

**SECOND EXTENSION OF LEASE AGREEMENT BETWEEN THE
CITY OF DE PERE AND BROWN COUNTY ICE MANAGEMENT, INC.**

THIS SECOND EXTENSION OF LEASE AGREEMENT ("Extension") is entered and effective this 1st day of June, 2024, by and between the City of De Pere ("City") and Brown County Ice Management, Inc., a Wisconsin not-for-profit corporation ("Lessee"), collectively referred to as "the Parties."

WHEREAS, the City and Lessee are parties to a Lease Agreement dated April 5, 2012, with amendments thereto dated April 17, 2013, December 29, 2014, and November 27, 2018, and an extension thereto dated June 1, 2023 (collectively referred to as "the Lease Agreement"), providing for Lessee's use of city-owned property and improvements at the De Pere Ice Arena located at 1450 Fort Howard Avenue; and

WHEREAS, the Parties mutually agree to extend the Lease Agreement for an additional one year term, as more fully set forth below.

NOW THEREFORE, the Parties hereby agree to renew and extend the Lease Agreement as follows:

1. Paragraph 2.01 of the Lease Agreement shall be extended for a term of 12 months, June 1, 2024, through May 31, 2025.
2. Subsection (a) of Paragraph 5.07.1 of the Lease Agreement shall be deleted and recreated as follows:
 - (a) Effective June 1, 2024, the surcharge shall be \$35.00/hour.
3. All other terms, provisions, conditions, requirements and obligations of the Lease Agreement shall remain in full force and effect and are incorporated herein by reference.

Dated this ____ day of _____, 2024.

[Signatures on following page]

BROWN COUNTY ICE MANAGEMENT, INC.

By:

Don Chilson, Manager
Registered Agent

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

J:\Law\Leases\2024\Extension of Lease w-Brown County Ice Management, Inc.2-19-24-155-001-12.docx

**EXTENSION OF LEASE AGREEMENT BETWEEN THE
CITY OF DE PERE AND BROWN COUNTY ICE MANAGEMENT, INC.**

THIS EXTENSION OF LEASE AGREEMENT ("Extension") is entered into this 1st day of June, 2023, by and between the City of De Pere ("City") and Brown County Ice Management, Inc., a Wisconsin not-for-profit corporation ("Lessee"), collectively referred to as "the Parties."

WHEREAS, the City and Lessee are parties to a Lease Agreement dated April 5, 2012, with amendments thereto dated April 17, 2013, December 29, 2014, and November 27, 2018 (collectively referred to as "the Lease Agreement"), providing for Lessee's use of city-owned property and improvements at the De Pere Ice Arena located at 1450 Fort Howard Avenue; and

WHEREAS, the Parties mutually agree to extend the Lease Agreement for an additional one year term, as more fully set forth below.

NOW THEREFORE, the Parties hereby agree to renew and extend the Lease Agreement as follows:

1. Paragraph 2.01 of the Lease Agreement shall be extended for a term of 12 months, June 1, 2023, through May 31, 2024. Thereafter, upon mutual consent of the Parties, the Lease may be extended for one (1) additional one-year term.
2. All other terms, provisions, conditions, requirements and obligations of the Lease Agreement shall remain in full force and effect and are incorporated herein by reference.

Dated this 9 day of June, 2023.

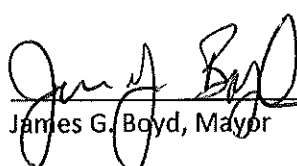
BROWN COUNTY ICE MANAGEMENT, INC.

By:


Don Chilson, Manager

CITY OF DE PERE

By:


James G. Boyd, Mayor


Carey E. Danen, City Clerk

**THIRD AMENDMENT TO LEASE AGREEMENT BETWEEN THE
CITY OF DE PERE AND BROWN COUNTY ICE MANAGEMENT, INC.**

THIS AMENDMENT is entered into this 27th day of November, 2018,
by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Brown
County Ice Management, Inc., a not-for-profit Wisconsin corporation ("Lessee").

WHEREAS, the City and Lessee are parties to a Lease Agreement dated April 5, 2012
and amended as of April 17, 2013 and December 29, 2014 (collectively referred to as the "Lease
Agreement"), which provides for use of City owned property and improvements located at 1450
Fort Howard Avenue, known as the De Pere Ice Recreation Center; and

WHEREAS, City and Lessee wish to amend the Lease Agreement along the terms and
conditions more fully set forth below.

NOW THEREFORE, in consideration of the foregoing and mutual covenants and
promises contained herein and other good and valuable consideration, the receipt of which is
acknowledged, the parties hereto agree as follows:

1. Paragraph 5.07.1 is created to read:

5.07.01 Lessee shall impose a surcharge on all ice rentals as follows:

- (a) The surcharge, which shall be implemented over a three year period, shall consist of:
 - (1) A \$20.00 per hour surcharge shall be effective upon execution of this Amendment;
 - (2) Effective September 1, 2019, the surcharge shall increase to \$25.00/hour;
 - (3) Effective September 1, 2020, the surcharge shall increase to \$30.00/hour.
- (b) The surcharge shall apply to all ice rentals with the exception of the following:
 - (1) Open skate events sponsored by Lessee and required by ¶5.05 of this Lease;
 - (2) An event/program that has received a waiver of the surcharge from the City Board of Park Commissioners.
- (c) The surcharge shall have not affect the Management Fee required under ¶2.02 and defined under ¶1.10.

- (d) Lessee shall submit to City a monthly statement of rented ice hours to the Director of Parks, Recreation and Forestry ("Director"). The monthly statement shall be sent to the Director no later than 10 days after the end of each month. City shall invoice Lessee the amount of surcharge due. Lessee shall pay such invoice within 10 days of its receipt.
- (e) The surcharge dollars collected shall be used by City to reimburse its unassigned reserve account for repairs to the Ice Arena chiller system in 2018.
- (f) Upon final reimbursement of such chiller system repair costs, the surplus amounts collected shall be directed to the City designated capital fund dedicated to repairs at the Ice Arena ("the Ice Arena Fund").
2. Paragraph 2.01 of the Lease Agreement is amended to provide that the lease term shall expire on May 31, 2023. The remaining provisions of paragraph 2.01 pertaining to lease renewals and terminations of the lease remain unchanged.
3. All other terms, conditions, requirements, and obligations found in the Lease Agreement are incorporated herein by reference and remain unaffected by this Amendment.

BROWN COUNTY ICE MANAGEMENT, INC.

By:

Don Chilton
Print Name: Don Chilton

Title: Manager

Brown County Ice Management

Print Name: _____

Title: _____

CITY OF DE PERE

By:

Michael J. Walsh
Michael J. Walsh, Mayor

Shana D. Ledvina
Shana D. Ledvina, Clerk-Treasurer

J:\Law\Leases\2018\3rd Amendment to Lease-Brown Cty Ice Mgmt\11-18-155-001-12.docx

Brown County Ice Management, Inc.
Third Amendment to Lease Agreement
Page 2 of 2

**SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN THE
CITY OF DE PERE AND BROWN COUNTY ICE MANAGEMENT, INC.**

THIS AMENDMENT is entered into this 29th day of December, 2014,

by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Brown County Ice Management, Inc., a not-for-profit Wisconsin corporation ("Lessee").

WHEREAS, the City and Lessee are parties to a Lease Agreement ("Original Agreement"), dated April 5, 2012 and amended as of April 17, 2013 (collectively referred to as the "Lease Agreement"), which provides for use of City owned property and improvements located at 1450 Fort Howard Avenue, known as the De Pere Ice Recreation Center; and

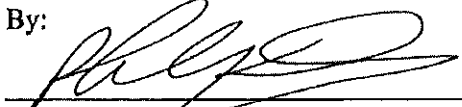
WHEREAS, City and Lessee wish to amend the Lease Agreement along the terms and conditions more fully set forth below.

NOW THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. Paragraph 2.01 of the Original Agreement is amended to provide that the lease term shall expire on May 31, 2020. The remaining provisions of paragraph 2.01 pertaining to lease renewals and terminations of the lease remain unchanged.
2. Paragraph 6.05 of the Original Agreement (City rekeying of locks by June 2, 2012) is deleted.
3. All other terms, conditions, requirements, and obligations found in the Lease Agreement are incorporated herein by reference and remain unaffected by this Amendment.

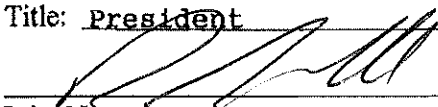
BROWN COUNTY ICE MANAGEMENT, INC. CITY OF DE PERE

By:



Print Name: Phil DeLeers

Title: President



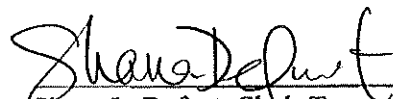
Print Name: Richard Nell

Title: Treasurer

By:



Michael J. Walsh, Mayor



Shana L. Defnet, Clerk-Treasurer

**AMENDMENT TO LEASE AGREEMENT BETWEEN
THE CITY OF DE PERE AND
BROWN COUNTY ICE MANAGEMENT, INC.**

THIS AMENDMENT is entered into this 17th day of April, 2013, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Brown County Ice Management, Inc., a not-for-profit Wisconsin corporation ("Lessee").

WHEREAS, the City and Lessee are parties to a Lease Agreement, dated April 5, 2012, which provides for use of City owned property and improvements located at 1450 Fort Howard Avenue, known as the De Pere Ice Recreation Center; and

WHEREAS, City and Lessee wish to amend such Lease along the terms and conditions more fully set forth below.

NOW THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. The second sentence of paragraph 2.02 of the Lease shall be amended to read as follows:

Such payment shall be made by June 30 for the preceding fiscal year.

2. All other terms, conditions, requirements, and obligations found in the April 5, 2012 Lease Agreement are incorporated herein by reference and remain unaffected by this Amendment.

**BROWN COUNTY ICE
MANAGEMENT, INC.**

By:



Name:

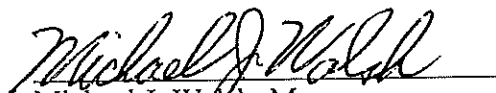
Title:

Name:

Title:

CITY OF DE PERE

By:


Michael J. Walsh, Mayor


Shana L. Defnet, Clerk-Treasurer

**LEASE AGREEMENT BETWEEN THE CITY OF DE PERE
AND
BROWN COUNTY ICE MANAGEMENT, INC.
(De Pere Ice Recreation Center)**

This Lease Agreement ("Agreement") is made by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Brown County Ice Management, Inc., a not-for-profit Wisconsin corporation ("Lessee").

WHEREAS, the City owns certain property and improvements located at 1450 Fort Howard Avenue, De Pere, Wisconsin, known as the De Pere Ice Recreation Center; and

WHEREAS, the City desires to lease the premises to Lessee in the manner and upon the terms, conditions, obligations and understandings set forth below; and

WHEREAS, the Common Council of the City has found that it is in the best interest of the City and in the furtherance of the health, welfare and safety of the community and its residents and guests to maintain this park land in such a manner as proposed by the Agreement.

NOW THEREFORE, in consideration of the promises and other obligations set forth herein, together with other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed and promised, by and between the City and Lessee as follows:

LEASE PROVISIONS

1. DEFINITIONS

- 1.01 **Board of Park Commissioners** means the City Board of Park Commissioners operating under Wis. Stats. §27.06.
- 1.02 **City** means the City of De Pere, a Wisconsin municipal corporation whose principal place of business is 335 South Broadway Street, De Pere, Wisconsin 54115. The term City is interchangeable with De Pere Common Council.
- 1.03 **Designated Capital Improvement Fund** means a designated reserve fund established by City for Major Capital Improvements at the De Pere Ice Recreation Center.
- 1.04 **Existing Locker Room Lease** means Exhibit A.
- 1.05 **Exterior Alterations** means, but is not limited to, each and every act which significantly changes the physical appearance or nature of the land, buildings, structures or improvements thereon, such as, but not limited to any modification to the size and shape of a structure or building and/or construction of a new structure as a building.

- 1.06 **Ice Facility** means the De Pere Ice Recreation Center located at 1450 Fort Howard Avenue, De Pere, Wisconsin 54115.
- 1.07 **Lease Term** means 5 years commencing on June 2, 2012. The Lease may be extended for additional five (5) year term upon mutual written agreement.
- 1.08 **Leased Property** means the Ice Facility together with a four foot perimeter around the building and including entry walks in to the Ice Facility. A map of the Leased Property is attached as Exhibit B.
- 1.09 **Lessee** means Brown County Ice Management, Inc. a Wisconsin not-for-profit corporation whose principal place of business is 1640 Fernando Drive, De Pere, Wisconsin 54115.
- 1.10 **Management Fee** means money paid by Lessee on a yearly basis to the City for use of the Ice Facility. The Management Fee formula for payment to the City is:
 (a) 50% of Net Income up to \$100,000 (i.e. Net Income = \$50,000, City fee is \$25,000; Net Income = \$100,000, City fee is \$50,000); plus
 (b) 20% of Net income between \$100,001 - \$150,000[i.e. Net Income = \$150,000, then $(\$100,000 \times 50\%) + (\$50,000 \times 20\%) = \$60,000$].
- Net Income realized over \$150,000 per year shall not be subject to cost share with City.
- 1.11 **Major Capital Improvements** means Ice Facility improvements, repairs or capital items costing \$10,000 or more.
- 1.12 **Minor Capital Improvements** means Ice Facility improvements, repairs, or capital items costing less than \$10,000.
- 1.13 **Net Income** means gross income less employee wages and benefits, operation and maintenance expenses, insurance payments, and Minor Capital Improvement expenses. Net Income does not include concession proceeds.
- 1.14 **Parking Lot** means the improved parking lot off of Fort Howard Avenue adjacent to the Ice Facility.
- 1.15 **Recreational Activity** means indoor activity undertaken for the purpose of exercise, relaxation, or pleasure, including, practice or instruction of any such activity.
- 1.16 **Board of Advisors** means Lessee's advisory panel made up of one member from the following groups or people:
 (a) City of De Pere staff representative
 (b) Board of Park Commissioners representative
 (c) St. Norbert College Hockey

- (d) WIAA De Pere Voyageurs Hockey Team
- (e) Core Users of the Ice Facility as determined by the previous year rental hours
- (f) Rink Management

- 1.17 **Core Users** means any user group renting 100 hours or more in a year of ice time at the Ice Facility. The parties agree that the 100 hour threshold for Core User determination shall be reevaluated after a period of two (2) years of this Agreement.

2. TERM OF LEASE

- 2.01 The term of this Lease is five (5) years, commencing on June 2, 2012 and ending on May 31, 2017. Thereafter, the agreement may renew in five (5) year increments upon mutual written agreement by both parties. Any party may terminate the Lease by giving a minimum 12 month notice of termination prior to any renewal period.
- 2.02 Lessee shall pay City a Management Fee on a yearly basis as and for rent of the Ice Facility. Such payment shall be made by January 31 for the preceding year. The management fee shall be deposited into the Designated Capital Improvement Fund for the purpose of future maintenance and improvements to the Ice Facility. Should the situation arise where the agreement is terminated before its schedule expiration date or the lease has reached its expiration date of June 2, the Lessee shall pay the Management Fee within 30 days of when the lease terminates.

3. USE OF PROPERTY AND BUILDINGS

- 3.01 Lessee has the exclusive right to occupy the Ice Facility for the purposes of operating and maintaining the Ice Facility.
- 3.02 Except as otherwise specifically identified below, Lessee is solely responsible for all costs arising from and/or pertaining to the maintenance and operation of the Ice Facility.
- 3.03 Lessee shall use the Ice Facility in a manner consistent with this Agreement, City and State laws, ordinances and regulations, and all other City public park land policies, written or by custom. If the Lessee seeks to use the Ice Facility for anything other than the usual and customary operation of the Ice Facility, Lessee shall obtain prior written consent of the Board of Park Commissioners. Usual and customary operation includes all activities that utilize the ice surface, such as shows, tournaments and other ice related events.

- 3.04 The Lessee may sublease parts of the building (ie. Pro shop, private food vendor, etc.) to any group who has representation on the Board of Advisors. The Lessee may also sublease parts of the Ice Facility building to any other person, group or entity with prior written authorization from the Board of Park Commissioners.
- 3.05 The sale and consumption of alcohol beverages are permitted on the Leased Property with proper licensure from the City. No alcohol beverages will be sold or consumed during events which are mainly youth orientated. No carry in alcohol beverages shall be permitted.

4. MAINTENANCE, REPAIRS AND RESTORATION

- 4.01 The Lessee shall, throughout the term of the Agreement, be responsible to keep the Ice Facility in good condition and repair. All Minor Capital Improvements and repair, construction, reconstruction and maintenance shall be paid for solely by Lessee without any expense to the City.
- 4.02 The Lessee shall have a documented maintenance plan for HVAC, refrigeration system, dehumidification system and ice resurfacer.
- 4.03 The Lessee shall keep record of maintenance of all HVAC, refrigeration system, dehumidification system and ice resurfacer.
- 4.04 Major Capital Improvements which are required due to the negligence of Lessee, Lessee's employees or agents to adequately maintain Ice Facility equipment shall not be the responsibility of the City.
- 4.05 Major Capital Improvements and repair of construction, reconstruction, and maintenance other than those covered under paragraph 4.04, shall be paid for solely by City without any expense therefore to Lessee. All such Major Capital Improvements are subject to approval by the De Pere Common Council.
- 4.06 The Lessee shall make no Exterior Alterations, additions, repairs, permanent decorations, restoration or other improvements or modifications of whatsoever kind or nature except as approved in writing by the De Pere Common Council. All Exterior Alterations or modifications approved by City shall comply with the City's site plan review and building permit process.
- 4.07 Lessee may make interior alterations to the site without prior permission from the Board of Park Commissioners. Examples of interior modifications include, but not limited to, items such as replacement of carpet and/or flooring, painting of walls, replacing of bathroom fixtures, new décor or other alterations that will enhance the use of the Ice Facility.

- 4.08 Any construction or modifications by Lessee permitted by the City and/or Board of Park Commissioners shall be solely in furtherance of the use of the Ice Facility for the purpose of this Agreement and shall become the property of the City upon completion.

5. LESSEE'S RESPONSIBILITIES

- 5.01 The Lessee shall develop, operate and maintain the Ice Facility and operations related thereto primarily as a family ice facility. In doing so, Lessee shall undertake scheduling sports functions, establishing rules and procedures as necessary for use of the facility, including selling advertising which is appropriate for a family orientated facility, and where appropriate, subleasing space for related retail or service use. Lessee shall also clean and maintain facility in accordance with all health and safety regulations and to a degree the users of the Ice Facility find acceptable.
- 5.02 Such operation shall be performed in a fiscally responsible manner. To that end, Lessee shall yearly, or more frequently upon request, provide City full and complete access to its accounts, ledgers, budgets, and all other financial documentation pertaining to the Ice Facility. Failure to operate the Ice Facility in a fiscally responsible manner could be considered a default hereunder.
- 5.03 Lessee shall provide quarterly and year-end financial reports to the City using General Accepted Accounting Principles (GAAP).
- 5.04 Lessee shall provide reasonable public access at reasonable hours for public skating opportunities.
- 5.05 Lessee shall provide City at no cost, a two (2) hour block of time on an annual basis for hosting a City-wide special event. The parties agree to meet on a yearly basis to discuss a mutually agreeable time to schedule the special event. The parties shall strive to schedule the event on a date and time which is reasonably expected to draw a large segment of the De Pere population to the event.
- 5.06 The Lessee shall provide a concession area within the Ice Facility which complies with all City and State regulations. Revenue generated by the concessions shall not be included in the calculation of the Management Fee. If the City desires additional concession services, Lessee has the right of first refusal to provide those additional services.
- 5.07 Lessee shall set its own schedules, ice rental rates, concession prices and user fees. Ice rental rates shall not be increased on a yearly basis greater than three (3) percent to members of the Board of Advisors without prior approval from the Board of Park Commissioners.

- 5.08 Lessee shall assemble and have in place within 60 days of commencement of this Lease, a Board of Advisors in accordance with paragraph 1.17 of this Lease, which shall be advisory in nature to the Lessee with regard to operations and policy development.
- 5.09 Lessee shall be responsible for maintaining the exterior of Leased Property including but not limited to grass cutting, weed control, landscape bed maintenance, and snow removal.
- 5.10 Lessee will not, directly or indirectly, create or allow to remain and will promptly discharge at its expense any lien, encumbrance, execution, attachment, or claim upon the Leased Property.
- 5.11 The Lessee shall be solely responsible for and shall timely pay any and all monthly and periodic expenses necessary or desired to maintain utility services including, but not limited to; electrical, water, wastewater, storm sewer, gas, telephone, cable, internet, water and wastewater charges.
- 5.12 The Lessee shall, on a yearly basis, provide to the Director of Parks, Recreation and Forestry, a five (5) year capital improvement projection covering the Ice Facility. Such capital improvement projections shall be submitted by June 1 of each year of this Lease.
- 5.13 The Lessee shall develop and maintain a website exclusive to the Ice Facility.
- 5.14 The Lessee shall provide a location inside the Ice Facility's main skating area for members of the Board of Advisors to display banners or other indicia of program sponsors. Lessee may require that expenses related to creating individual display areas are the responsibility of the Board of Advisor members. Design and appearance of the display must be approved by the Lessee. Revenues obtained from sponsorships shall be retained by the Board of Advisory member group which obtains the sponsor. Any sponsorship banner having an agreement of longer than one year shall need approval from the Board of Park Commissioners.
- 5.15 The Lessee shall ensure that every effort is made to provide teams from the De Pere Youth Hockey Association are provided the ability to host a minimum of 15 home games for each sponsored team, so as long as they continue to remain as a core user and member of the Board of Advisors.
- 5.16 The Lessee shall not remove or displace any "core" user with the purpose to redirect them to the Cornerstone Ice Center, unless their rental fee remains the same as their De Pere Ice Facility rate.
- 5.17 The Lessee shall have a documented training program for on-site supervisors, concessionaires, and Ice resurfacing operators.

6. CITY'S RESPONSIBILITIES

- 6.01 City shall deposit all monies paid through the Management Fee into the Designated Capital Improvement Fund. This fund shall not be used by the City for any other purpose during the term of this Agreement.
- 6.02 The City shall keep and maintain, including snow removal, the Parking Lot and all other City property adjacent to the Leased Premises.
- 6.03 The City will be responsible for all utility costs attributable to the Parking Lot.
- 6.04 The City will maintain, trim and be responsible for lawn cutting and maintenance in all areas of the park property except for the Leased Premises.
- 6.05 The City shall re-key all doors in the Ice Facility on June 2, 2012.

7. EXISTING OBLIGATIONS

- 7.01 Ice Facility Locker Rooms. Lessee acknowledges that the existing Ice Facility currently is encumbered by a Lease Agreement dated December 11, 1995 by and between the City and St. Norbert College and Green Bay Deacons Hockey Team (f/k/a De Pere Deacons). A copy of said Lease is attached hereto and incorporated by reference as Exhibit A. City hereby assigns said Leases to Lessee for the term of this Lease and Lessee consents to such assignment all terms, conditions, provisions, obligations, requirements and restrictions contained therein.

8. INSURANCE

- 8.01 The Lessee shall provide proof of such adequate coverage to the City and the City shall be named as an additional thereon for all liability policies. Adequate coverage shall, at a minimum, include:

- (a) General Liability

- (1) Coverage Form must be the most recent version of the Commercial General "Occurrence" policy, including:

- a. Premises and Operations
 - b. Products and Completed Operations
 - c. Advertising and Personal Injury
 - d. Explosion, Collapse and Underground Hazard Coverage
 - e. Contractual Insurance
 - f. Broad Form Property Damage

Brown County Ice Management, Inc.
Lease Agreement
Page 7 of 11

name Lessee as an Additional Insured on its general liability policy for any and all City sponsored events at the Ice Facility.

9. FINANCIAL GAIN

- 9.01 The Lessee may undertake reasonable and project related financial gain activities from time to time at the Ice Facility provided that any and all proceeds therefrom shall be used exclusively by Lessee for the further enhancement of its mission.
- 9.02 Such financial gain activities include, but are not limited to, free will donations, rental payments by approved assignees or sub-tenants, concession sales and user fees.
- 9.03 The Lessee shall semi-annually submit to the Board of Park Commissioners in summary form, information as to ice usage and financial data directly pertaining to and/or arising from Ice Facility and/or this Agreement. This report shall be in addition to the quarterly report required under paragraph 5.03.
- 9.04 The Lessee shall have the ability to solicit donations in return for naming rights and displaying of advertising/banners under the below conditions:
 - (a) A minimum of 75% of revenue obtained shall be directed to improvements at the Ice Facility.
 - (b) Sponsoring agency must be appropriate for families.
 - (c) Any naming rights to the Ice Facility must obtain approval from the Board of Park Commissioners and De Pere Common Council.
 - (d) A summary must be provided in the year-end report of all donations received, advertising/banner provided, and amount of funding allocated to the Ice Facility, and which improvement it was allocated to.
 - (e) Any agreement with a donor cannot exceed the end of the Lease Agreement without authorization from the Board of Park Commissioners and De Pere Common Council. The end of the Lease Agreement shall be considered the end of a five (5) year agreement.

10. EASEMENTS

- 10.01 This Agreement is subject to all easements of record.
- 10.02 The City shall grant utility easements as necessary to the successors in interest to Lessee. Lessee unit, body and court lawfully exercising authority over the Ice Facility, its operation, and use.

11. COMPLIANCE WITH LAWS

- 11.01 The Lessee shall at all times, fully comply with and obey each and every applicable rule, regulation, law, ordinance, statute and order or any government.

12. MISCELLANEOUS

- 12.01 This Agreement shall be binding upon the parties hereto and their respective successors in interest.
- 12.02 This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
- 12.03 This Agreement shall not be assigned nor conveyed, nor any of Lessee's obligations transferred by Lessee to any person without prior written approval from the City.

13. DEFAULT

- 13.01 Events of Default and Remedies. If Lessee:

- (a) shall neglect or fail to pay any Management Fee within 30 days after such payment has become due and payable; or
- (b) defaults in the performance of any term, provision, covenant, or condition on its part to be performed hereunder; or
- (c) fails to operate the Ice Facility in a fiscally responsible manner; or
- (d) materially breaches or breaks any of the covenants, obligations, terms, conditions or promises contained herein or shall willfully or maliciously do injury to any City property, operations or purposes the City shall have the right, in its sole discretion and operation, to forthwith terminate and void this Agreement and all rights of the Lessee hereunder without notice, unless Lessee shall have cured or caused to be cured such default or with respect to any obligation to operate, maintain, replace, or repair, shall have commenced and be diligently pursuing such cure within thirty (30) days after written demand, the City may exercise any one or more of the following remedies;
 - (1) City may terminate this Lease and exclude Lessee from possession of the Leased Property;
 - (2) City may use its efforts to lease the Leased Property at current market rental rates to another developer, holding Lessee liable for all rentals and other payments due up to the effective date of the new leasing and the excess, if any, of the rent and other amounts payable by Lessee under this Lease over the rents and other amounts which are payable under the new lease;

- (3) City may declare all rentals, payments, amounts, and fees due hereunder to become due and immediately owing and to accelerate payment thereof;
- (4) City may apply to any court of competent jurisdiction for appointment of a receiver or a trustee for one or more of the properties of lessee under this Lease or upon the Leased Property for the purpose of permitting the Leased Property to be operated and maintained for the purpose of paying the rental amounts and fees due under the Lease.

13.02 The rights and remedies in favor of the City hereunder shall be cumulative and non-exclusive of any other remedy to which the City may be entitled. As a result of any event of default hereunder, Lessee shall pay, as additional rent, all costs and expenses incurred by or on behalf of the City, including, without limitation, attorney fees and expenses therefore.

14. ENTIRE AGREEMENT

14.01 This Agreement constitutes the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the 5th day of April, 2012.

**BROWN COUNTY ICE
MANAGEMENT, INC.**

By:

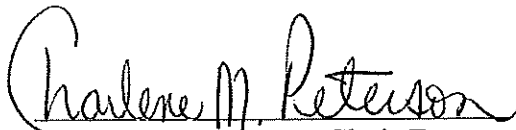

Name: JEFFREY S. RYTHUR
Title: Secretary


Name: ALAN C. HICKS
Title: VICE PRESIDENT

CITY OF DE PERE

By:


Michael J. Walsh, Mayor


Charlene M. Peterson, Clerk-Treasurer

H:\dupont\Leases\2012\Brown County Ice Mgmt Lease-final-3-12-155-001-12.docx

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, 1995 by and between the City of De Pere, a Wisconsin municipal corporation ("Lessor") and St. Norbert College, Inc. a Wisconsin corporation, and De Pere Deacons Hockey Team. St. Norbert College, Inc. and De Pere Deacons Hockey Team shall be collectively referred to as "Lessee" where the responsibility and liability for compliance with the terms and conditions of this lease are joint and several. Where the responsibility and liability of St. Norbert College, Inc. or the De Pere Deacons Hockey Team are independent of the other tenant, the party shall be referred to as "co-tenant".

RECITALS

WHEREAS, Lessor owns and operates the De Pere Ice Recreation Center (hereinafter "Center"); and

WHEREAS, Lessee is a significant user of the Center; and

WHEREAS, over the years, the use of the public locker facility supplied by Lessor and used by Lessee has been inconvenient for both Lessor and Lessee; and

WHEREAS, Lessee has approached Lessor requesting permission to construct a locker facility for Lessee's sole use adjacent and connected to the Center; and

WHEREAS, Lessor sees public benefit to permitting the construction of a private facility by Lessee to be used in conjunction with the Center and is therefore amenable to permit such construction under the terms and conditions of this Agreement;

Exhibit A

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Lessor does hereby lease to Lessee and Lessee hereby agrees to occupy the premises described hereunder under the following terms and conditions:

I. PREMISES. The leased premises shall consist of 5,200 square feet of property immediately adjacent to the east wall of the Center, which Center is located at 1450 Ft. Howard Avenue. Such property is illustrated and designated "Premises" on Exhibit 1 attached hereto and is hereinafter referred to as the "Premises".

II. TERM. This lease shall commence June 30, 1995 and shall run for twenty (20) years, subject to the terms and conditions of this Agreement. The lease shall automatically renew for consecutive ten (10) year terms subject to a one (1) year written notice of intent to terminate the Agreement given at any time during any lease period other than the initial period.

III. RENT. Lessee shall pay rent to Lessor in the sum of One (\$1.00) Dollar per year. Said amount shall be due and payable on or before June 20 of each year during the term of the lease. However, Lessee shall have the right to prepay the entire amount for the term.

IV. EXCLUSIVE USE/RIGHT OF ENTRY. Lessee shall have the exclusive right to utilize and improve the Premises for Lessee's private use in accordance with the terms and conditions of this Agreement. Lessor shall have the right to enter the Premises at any time to ensure that Lessee's use is in compliance with the covenants of this Agreement.

V. LEASEHOLD IMPROVEMENTS. It is the underlying intent of this Agreement to permit Lessee to construct upon real property owned by Lessor (Premises) locker room and storage facilities for the exclusive use of Lessee ("Improvements").

(a) Construction Specifications. To ensure compatibility of the Improvements with the Center, no Improvements shall be constructed unless the plans are first approved by Lessor's Department of Public Works and Ice Facilities Management Committee. Such approval will not be unreasonably withheld, but may be subject to conditions. Construction shall be in substantial compliance with Exhibits 1, 2, and 3 annexed hereto.

(b) Responsibility for Construction Specifications Compliance. Lessee shall be entirely responsible to see to it that all construction is in accordance with all state, local, and federal regulations pertaining to the type of construction contemplated by this Agreement. Lessee shall coordinate construction activities with Lessor so as to minimize disruption of Center operations and the construction schedule shall be subject to the approval of the Center Manager.

(c) Hold Harmless. Lessee shall save and hold harmless Lessor for any and all causes of action, administrative proceedings, claims, suits, or other claims or proceedings of any nature whatsoever as a result or consequence of any of the following:

1. Bodily injury or property loss or damage to any officer, agent, employee or invitee of the City, officer, agent, employee or invitee of Lessee, or third party, occasioned as a result of construction activities contemplated hereunder or in any manner as a result of Lessee's exercise of the rights and/or obligations under this Lease Agreement, including, specifically, the use and operation of the Improvements;

2. Any violation of any state, federal, or local building code or any other regulation whatsoever pertaining to construction requirements for the Improvements; or

3. Any claim or allegation that Lessor or Lessee have acted in violation of any state or federal law pertaining to contracting procedures and compensation.

This hold harmless agreement is meant to apply to the fullest extent of the law and is to include the cost of attorney fees and any other cost reasonably incurred in the defense of any such claim, action, proceeding, etc.

VI. OWNERSHIP/MAINTENANCE RESPONSIBILITIES IN REGARD TO IMPROVEMENTS. (a) During the term of the lease and any renewals thereof, ownership of the Improvements shall be that of Lessee.

1. Personal Property and Fixtures. Lessee may place personal property and fixtures within the leased premises in any manner so as to reasonably accommodate the purpose or use of the Premises and Improvements thereon as a locker room or storage facility.

2. Right to Sublet. Each co-tenant shall have the right to sublet the Premises and use of the Improvements back to Lessor or to third parties upon the approval of Lessor.

3. General Liability Insurance Required. Lessee shall maintain a policy of General Liability Insurance in an amount not less than One Million Dollars per occurrence which shall be at all times during the term of this lease applicable to the Premises.

4. Improvements and Personal Property/Insurance. Lessee shall be solely responsible for and shall maintain adequate property insurance on the Improvements and all fixtures and personal property therein.

(b) Utilities. The construction specifications for the Improvements shall require separate meters to be installed for all utilities servicing the Improvements. Lessee shall be and remain responsible for any and all costs of the provision of water, electricity, sanitary sewer, storm sewer (if any), natural gas, or any other utilities whatsoever required and utilized by Lessee as a consequence of use of the Improvements.

(c) St. Norbert Game Credit. It is recognized that due to the construction of the improvements, Lessee will not require the use of the Center's locker facilities. It is further acknowledged that the absence of Lessee from the locker room facilities before and after St. Norbert hockey games will enable Lessor to rent additional ice time before and after such games. In consideration of the foregoing, Lessor shall credit Lessee 25% of the total cost of ice rental for St. Norbert home hockey games scheduled in four hour blocks between the hours of 6:00 p.m. and 11:00 p.m.

(d) Maintenance. Lessee shall be responsible for any and all costs required to keep the leased premises in full compliance with all relevant state, federal, and local codes applicable to the Premises. Each co-tenant shall be responsible for normal daily maintenance as necessary to keep the Premises and Improvements under their exclusive control in good repair (including interior painting) and in a clean, sanitary, and safe condition, free and clear of refuse or debris in the portion of the Premises and Improvements under their exclusive control. Lessee shall promptly and in a workerlike manner perform all other repairs or maintenance of all components of the Improvements, including, without limitation, electrical, heating, plumbing, or structural systems (including exterior painting, roofing, siding, etc.). Lessee's duty to

repair the Premises shall apply regardless of the source of damage. Lessee may contract with Lessor for the provision of maintenance services under this paragraph and Lessee shall coordinate any major maintenance/repair activities with the Manager of the Center. Lessor shall have the authority to make repairs or provide maintenance as required in this Section and to tax the reasonable cost thereof as rent to Lessee, such costs to be due thirty (30) days after delivery of the invoice of the actual cost of repair or maintenance, where, in the reasonable discretion of the Manager of the Center:

1. The repair or maintenance activity is of such a nature that property damage to the Center or significant damage to the Improvements or their contents is reasonably likely or occurring, or that the condition to be repaired or maintained creates a reasonable possibility of harm to people utilizing the Center or Improvements; or
2. The Improvements have fallen below the requirements of this paragraph, in which case the Manager shall provide Lessee with notice of the required repair or maintenance, granting Lessee a reasonable time under the circumstances to make such repair or perform such maintenance activity before proceeding to perform such repair or maintenance.

VII. DAMAGE OR DESTRUCTION OF PROPERTY. Lessee shall hold Lessor harmless from any and all damage or destruction of the Improvements or personal property or fixtures located therein unless such damage can be shown to be the result of the intentional conduct of the officers or agents of Lessor. Lessee shall have the affirmative duty not to suffer or permit any conduct which would result in damage to or waste of the Improvements.

VIII. RESTRICTIONS ON USE. (a) Hours of Use. Access to the Premises will be limited to Center operating hours except that Lessee may have access to the Premises at hours other than operating hours of the Center for the limited purpose of returning equipment or providing maintenance. Each co-tenant shall be responsible to see to it that in the event the Premises are entered by a co-tenant or its members, officers, agents, or invitees during hours other than normal operational hours of the Center, such officers or agents of Lessee shall not enter or remain on the property of the Center.

(b) Use of the Premises. The Premises and Improvements thereon shall be subject to the exclusive use and control of Lessee. Each co-tenant shall maintain separate areas within the Premises subject to the exclusive use of one of the co-tenants. While the principal purpose of this lease is to provide Lessee with private locker room and storage facilities, it is understood that Lessee may use the Premises and Improvements thereon for academic activities, clinics, camp events, etc.

(c) Conduct on Premises. Each co-tenant shall impose and enforce rules substantially similar to those of the Center for all users of the Premises. In the event that activities on the Premises interfere with the public use of the Center, the Center's Manager and/or his designee may take any action reasonably necessary to provide for the orderly public use of the Center, including requiring all users of the Premises to leave the Premises and/or Center. Repeated violation of this Section shall constitute default of this Agreement.

IX. SIGNS. Lessee shall not place or erect any signs on the inside or outside of the Premises without the prior consent of Lessor. The size, text, design, and location of any sign shall be subject to pre-approval by Lessor.

X. ASSIGNMENT. Except as expressly provided herein, Lessee may not assign or otherwise transfer any right or privilege conferred by this agreement. Lessee shall not encumber any portion of the Improvements without the written permission of Lessor.

XI. CONTINUED USE OF CENTER. Nothing in this Agreement shall require Lessor to continue to utilize the Center as an Ice Recreation Facility if it is determined by the Common Council of Lessor that such use is contrary to the public interest.

XII. BREACH OF LEASE. (a) Breach and Right to Cure. In the event that Lessee fails to perform under the terms or conditions of this lease, Lessor shall give sixty (60) days written notice of the event of default, during which time Lessee shall cure the default. Good faith efforts by Lessee shall constitute compliance. Lessor may terminate this Agreement if Lessee fails to cure a second written notice to Lessee. The second written notice shall require only fifteen (15) days to cure default.

(b) Violation of Certain Lease Terms. Notwithstanding the foregoing paragraph, each of the co-tenants is to be responsible for compliance with Section VI, paragraph (b), in regard to maintenance of that portion of the Premises and Improvements under their control and for compliance with any and all rules established under and requirements provided in Section VIII of this Agreement. If either co-tenant repeatedly violates the above mentioned contractual provisions, Lessor may provide that co-tenant with written notice of the failure/violation

and in such notice may provide that any other such failure or violation within sixty (60) days of such notice will result in termination of this lease.

XIII. EFFECT OF TERMINATION. (a) Termination of one co-tenant. In the event that this Agreement is terminated in regard to one co-tenant as provided in Section XII, paragraph (b), above, or by mutual agreement, the other co-tenant may request to continue the lease under its current terms. In such case, the lease shall continue upon satisfactory proof to Lessor that all provisions of this Agreement, including, specifically, insurance coverages, are complied with. The lease shall thereupon continue until it is breached as provided in Section XII or until notice is given as provided in Section II.

(b) Termination During Initial Term Due to Change in Use. If the public interest requires Lessor to discontinue use of the Center as an ice recreation facility as provided in Section XI of this Agreement, Lessor shall pay Lessee the fair market value of the Improvements. The fair market value shall be determined by taking the mean value determined by three (3) appraisers licensed in the State of Wisconsin, one of whom will be chosen by Lessee, one of whom will be chosen by Lessor, and last of which one will be selected by joint agreement of the parties. Each party shall bear the cost of the appraisal of the appraiser of their choice and the cost of the third appraiser shall be split. The appraisal shall take into consideration depreciation and the useful life of the Improvements, but shall not consider the value of the Premises. Payment of the amount so determined will be made to Lessee within ninety (90) days of either the determination of the amount or the vacation of the Premises by Lessee. A portion of such payment may be

withheld to bring the Improvements into compliance with Section VI, paragraph (d), of this Agreement.

(c) Disposition of Personal Property and Fixtures. Upon termination of this lease for whatever reason, Lessee may remove all fixtures and personal property placed within the Improvements (except those fixtures necessary for utility or sanitary services).

(d) Ownership of Improvements Upon Termination of Lease. Upon termination of this lease, Lessor shall have the option of accepting ownership of the Improvements or requiring their removal at Lessee's cost. In the event that Lessor determines to take ownership of the Improvements, Lessor may require Lessee to take any and all steps necessary to bring the Improvements into compliance with Section VI, paragraph (b), of this Agreement at Lessee's cost or may make such repairs and/or required maintenance at Lessee's cost.

XIV. JOINT AND SEVERAL RESPONSIBILITY OF LESSEE. Except as otherwise specifically provided by this lease, the parties shall be jointly and severally liable for performance of, and compliance with, any and all provisions of this Agreement. Such joint and several liability shall exist in favor of Lessor to compel compliance with the terms of this Agreement by either or both co-tenants in regard to all provisions of this Agreement, regardless of exclusivity of use, unless this Agreement specifically states that responsibility for a specific provision is the responsibility of each co-tenant. Payment by Lessor of any credit or refund of any overpayment to one of the co-tenants shall be deemed payment to both co-tenants.

XV. MISCELLANEOUS. (a) Effect of Waiver. A waiver of any term or condition of this lease by either party shall not be constituted as a waiver of any subsequent breach or covenant or condition, and the

consent or approval by either party to an act of the other requiring consent or approval shall not be deemed to waive or render unnecessary the other's consent or approval to or of any similar subsequent act.

(b) Law Applicable. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

XVI. NOTICES. Notices, where required in this Agreement, shall be given to the following addressees and shall be deemed received upon date mailed by certified mail:

If to Lessee:

With a Copy to:

If to City:

Ice Recreation Facility Manager
1450 Ft. Howard Avenue
P. O. Box 181
De Pere, WI 54115

With a Copy to:

City Attorney
335 South Broadway
De Pere, WI 54115

XVII. ENTIRE AGREEMENT. This Agreement is meant and intended to be the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement
to be executed as of the date and year first written above.

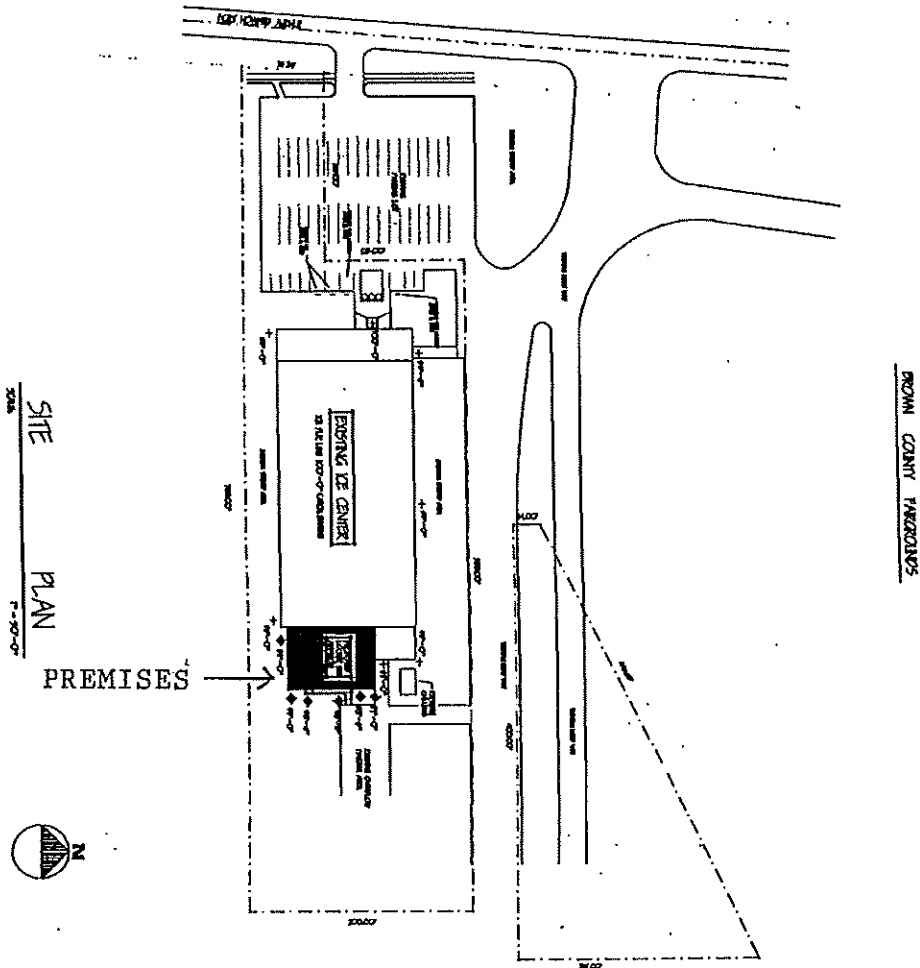
CITY OF DE PERE

Nancy J. Nusbaum, Mayor

David G. Minten, Clerk-Treasurer

ST. NORBERT COLLEGE, INC.

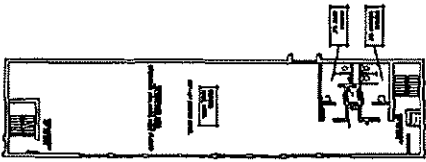
DE PERE DEACONS HOCKEY TEAM



A 1	DATE: 01/25/00	PROPOSED LOCKER ROOM ADDITION FOR THE	
	DRAWN: SJA	DE PERE ICE CENTER	
	CHECKED: SJA	DE PERE, WISCONSIN	
	APPROVED: SJA		

EXHIBIT 1

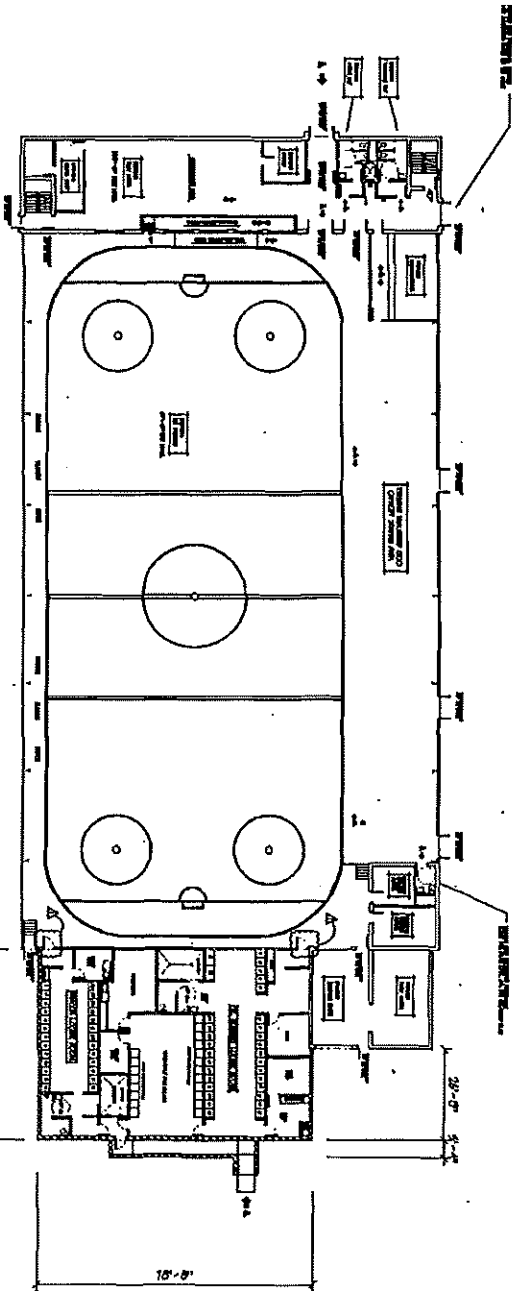
- GENERAL NOTES
- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
 - 2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE APPROVED BY THE ARCHITECT.
 - 3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 - 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 - 5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES.
 - 6. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SCHEDULED WORK PROGRAM.



MEZZ. LEVEL PLAN

SCALE

1/8" = 1'-0"



OVERALL FLOOR PLAN

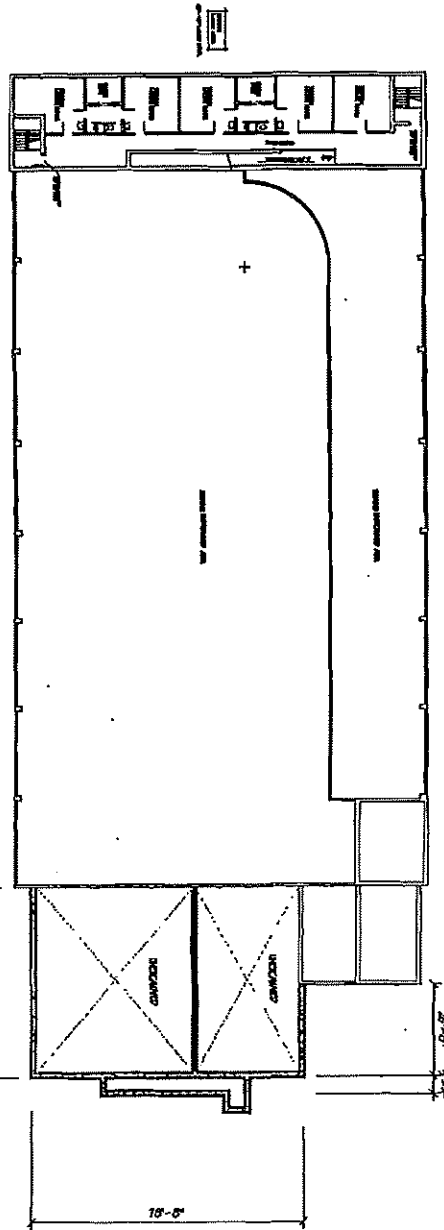
SCALE

1/8" = 1'-0"

OVERALL FOUND. & LOWER LEVEL PLAN

SCALE

1/8" = 1'-0"



PROPOSED LOCKER ROOM ADDITION FOR THE
DE PERE ICE CENTER
DE PERE, WISCONSIN

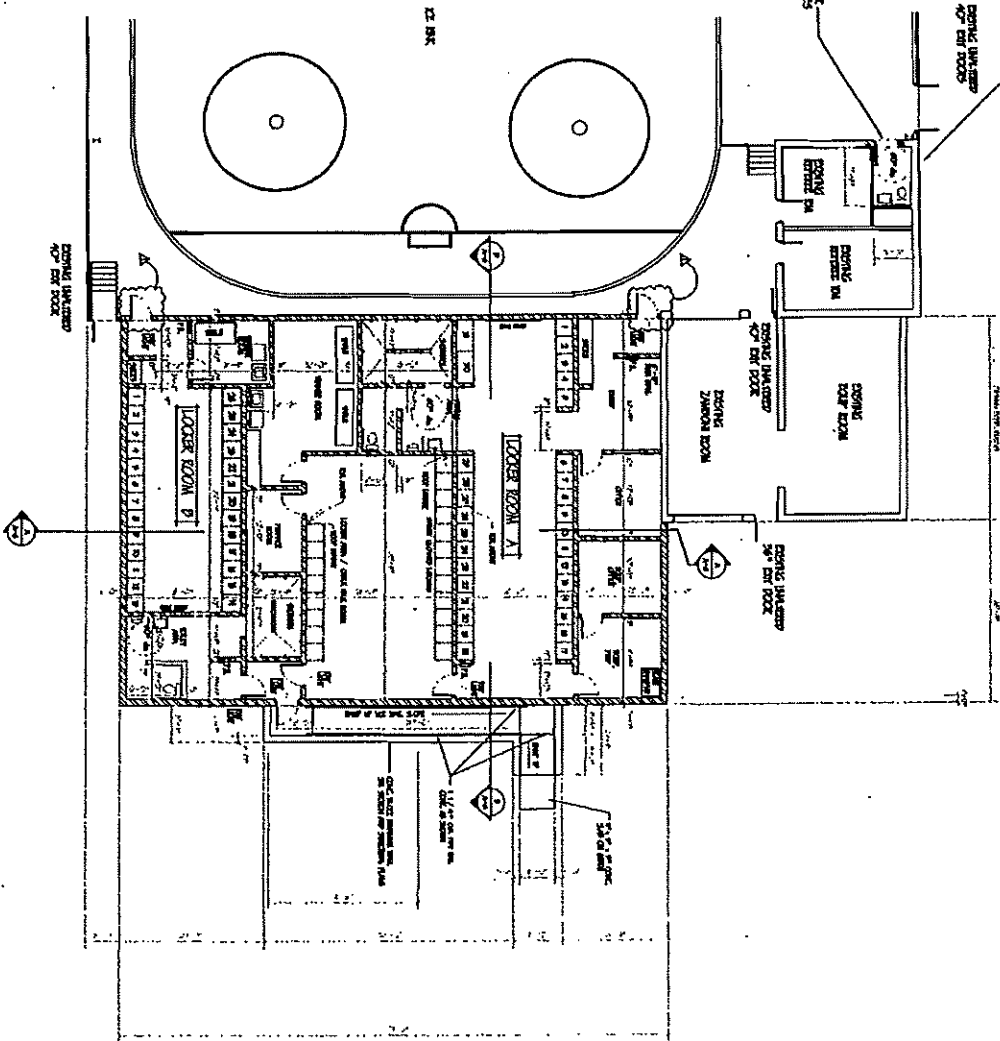
EXHIBIT 2

NOTES

- [illegible]

150. KITCHEN APPEARS WITH FLOOR TO BE HALF UP WITH
DUE WALLS AT 21.5' x 14' and 21.5' FLOOR, 20'0" x 16' 0"
W/ 3/4" FINISHED FLOORING AND 1/2" OF SUBFLOOR W/
BETWEEN FLOOR MATERIAL. FLOOR FLOOR BETWEEN COVER
AT FLOOR TO ROOM FLOOR LEVELS TO ADD CEILING TO BE
TRIMMED DOWNWARD AND ALL WALLS TO BE FINISHED.

PLEASE PRINTING BLOCK AS SHOWN FOR NEW BOOK --
 NUMBER TWO 5 1 / 2 " x 3 1 / 2 " x 1 / 4 " ALLS
 FOR PEPD LABEL W/ 6" DIA. EACH END



PARTIAL FLOOR PLAN



PROPOSED	LOOPER	ROOM	ADDITION	FOR	THE
DE PERE		ICE		CENTER	
DE PERE,				WISCONSIN	



City of De Pere, Wisconsin

III.11

Request for Board of Park Commissioners **Action**

MEETING DATE: March 27, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Chelsea Moberg, Recreation Supervisor
SUBJECT: Consideration and Possible Action to Approve the Summer Water Management Agreement with Carrico Aquatics for both VFW and Legion Pools *
RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

Park Board Memo - Carrico Contract Approval 2025, Summer Water Maintenance Agreement - Carrico Aquatics

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Chelsea Moberg
Date: March 12, 2025
RE: Pool Chemical Contract Approval – Carrico Aquatic Resources

Staff recommends approval of the included contract for the supply of pool chemicals by Carrico Aquatic Resources. Fees were increased in line with supply chain cost increases since the last contract was approved in 2021. The approved 2025 budget accounts for all increases as noted in the contract.

This agreement has been reviewed and approved by our legal counsel.

Thank you for your consideration.



Providing Safe Clean Sparkling Blue Water

720 N. Parkway • Jefferson, WI 53549

Office: 920-541-3600

Fax: 920-541-3602

www.carricoaquatics.com

November 18, 2024

Eric Allen
City of De Pere
925 S. Sixth Street
De Pere, Wisconsin 54115

RE: Summer Water Management Assistance Program Renewal

Dear Eric,

Thank you for giving Carrico Aquatic Resources, Inc. the opportunity to provide you with water management services and we look forward to doing so again.

As always, Carrico Aquatic Resources, Inc. utilizes expert knowledge from professional engineers, certified aquatic operator instructors, chemical engineers, microbiologists and seasoned pool operators to solve pool and spa challenges and to ensure efficient operation in compliance with federal and state regulations.

Please review the enclosed information that outlines the terms of the water management program for your aquatic facility. To move forward, we will need the enclosed documents filled out and a purchase order number provided, if applicable.

If you have any questions, please contact me at 800.832.7147.

Thank you,

Matt Carrico
President
Carrico Aquatic Resources, Inc.



OPERATION AND MAINTENANCE ASSISTANCE AGREEMENT

This Operation and Maintenance Assistance Agreement (the “Agreement”) effective as of the date of Carrico’s signature (Effective Date) is between the City of De Pere (the “Owner”), whose address is 600 Grant Street, De Pere, Wisconsin 54115 and Carrico Aquatic Resources, Inc. (“Carrico”), a Wisconsin company whose address is 720 N. Parkway, Jefferson, Wisconsin 53549.

RECITALS

Whereas, Owner is the Owner of an aquatic facility as described in Exhibit A of this Agreement (the “Facilities”); and

Whereas, Owner desires to engage Carrico to assist Owner to operate and maintain the Facilities and Carrico desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

Whereas, Owner is authorized by law to enter into this Agreement;

Now, therefore, in the consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

ASSUMPTIONS

In our proposal we have assumed the following:

- Scope of services as outlined in the next section is the primary basis of Carrico’s proposal.
- As contractor to Owner, Carrico will provide management assistance and consultation for Owner to achieve optimum performance and to maintain related equipment for system integrity within budgeted resources.
- Carrico will interpret all meters and gauge readings as designated by code and provide Owner with recommendations and evaluation.
- Carrico in consultation with Owner, has the authority to close the Facilities to swimmers should unsafe conditions exist and keep Facilities closed until corrective actions have been successful.
- Carrico believes in continuing education of its employees, which translates into Owner receiving the advantages of the latest proven technology programs to provide the safest pools, to reduce liability and increase life expectancy of equipment and structure.
- Carrico does not formulate policy nor assume any ownership of the system, unless otherwise stated. The Owner is responsible for all capital outlay items unless otherwise stated.
- Terms of this Agreement will be self-perpetuating unless either party, for whatever reason, wishes to terminate and follows the termination procedures set forth herein.

ARTICLE I: SCOPE OF SERVICES

Carrico agrees to provide the following:

- 1.1 Water treatment equipment needed to maintain pool chemical levels per Wisconsin state code (subject to change) for Legion Pool
- 1.2 Chemicals needed to maintain the pool(s) as required per Wisconsin state code for Legion and VFW Pools
- 1.3 Operator training on actual water treatment systems and equipment
- 1.4 Delivery of chemicals F.O.B. from closest point
- 1.5 Fourteen (14) point water analysis every 4-6 weeks
- 1.6 Recommendations for changes in water chemistry parameters and/or operations
- 1.7 Routine visits to check equipment and chemical inventory and to review pool logs. "Routine" for the purposes of this agreement shall mean every 4-6 weeks.
- 1.8 Remote monitoring of Controllers (if applicable)
- 1.9 Phone conferences for troubleshooting

ARTICLE II: OWNERS' RESPONSIBILITIES

- 2.1 Operate facilities according to State of Wisconsin's Department of Health Swimming Pool Code, in a safe and healthy manner, consistent with education and training provided by Carrico.
- 2.2 Designate in writing, the employees to be trained by Carrico. Designated individuals will be available for training on the agreed upon date and time. Additional training for individuals not in attendance or for new employees will be billed outside of this Agreement, at the rate of one hundred twenty-five and no/100 dollars (\$125.00) per hour.
- 2.3 Routine maintenance; cleaning and filling chemical feed equipment, when needed; vacuuming pool(s); backwashing filter(s).
- 2.4 Notifying Carrico a minimum of fourteen (14) days in advance of the need for additional chemical inventory. Carrico provides delivery of chemicals F.O.B. from closest location.
- 2.5 Chemicals needed to rebalance pool after emergency draining and refilling due to Acts of God, vandalism, glass breakage, or for other reasons beyond control of Carrico are not covered in this Agreement. These chemicals will be billed outside of this Agreement at then current price.
- 2.6 Owner assumes and shall bear the entire risk of loss, theft, damage, destruction, storage, handling and feeding of the equipment and chemicals provided from any cause whatsoever, except losses resulting from the defective design or manufacture of the equipment or chemicals and except losses from the time, place and manner of the performance of maintenance that is Carrico's responsibility under this Agreement. Owner shall at Owner's expense keep the equipment and chemicals insured against theft, damage, spills and/or destruction. Said insurance shall provide a provision naming Carrico as an additional insured for Carrico's interest in such equipment and chemicals.

ARTICLE III: CARRICO AQUATIC RESOURCES, INC. RESPONSIBILITIES

- 3.1 Provide equipment, chemicals and services as described in Article I.
- 3.2 Provide sanitizer and balancing chemicals needed to maintain the pool water chemistry within State of Wisconsin's Department of Public Health Guidelines.
- 3.3 Provide technical assistance in the installation said equipment and provide operator training and manuals at time agreed upon by both parties.
- 3.4 Routine visits to the Facilities to check equipment and water chemistry.

ARTICLE IV: COMPENSATION

VFW Pool

- 4.1 Owner's guaranteed yearly investment for chemicals, operator training and routine visits at VFW Pool is twenty-six thousand and no/100 dollars (\$26,000.00).
- 4.2 Owner shall pay Carrico six thousand five hundred and no/100 dollars (\$6,500.00) due on the first day of May, June, July and August for the 2025 and 2026 pool seasons.

Legion Pool

- 4.3 Owner's guaranteed yearly investment for equipment, chemicals, operator training and routine visits at Legion Pool is eighteen thousand five hundred and no/100 dollars (\$18,500.00).
- 4.4 Owner shall pay Carrico four thousand six hundred twenty-five and no/100 dollars (\$4,625.00) due on the first day of May, June, July and August for the 2025 and 2026 pool seasons.
- 4.5 There will be a one time charge per season of four hundred and no/100 dollars (\$400.00) to cover all deliveries to both pools.

ARTICLE V: TERM

- 5.1 Terms of this Agreement are a guaranteed yearly investment for 2025-2026.
- 5.2 This is a two year minimum Agreement and will be self-perpetuating unless either party for whatever reason, wishes to terminate.
- 5.3 Parties may extend this agreement for a third year with a price adjustment not to exceed seven percent (7%).

ARTICLE VI: TERMINATION

- 6.1 Either party wishing to terminate this Agreement, must do so in writing no later than thirty (30) days from the anniversary of the original signing of the Agreement, of any given year.
- 6.2 If Owner terminates Agreement within the first year or between anniversary dates in subsequent years, a five hundred and no/100 dollar (\$500.00) fee, per pool and/or spa as designated in Exhibit A, will be assessed for removal of equipment and/or chemicals.
- 6.3 Owner agrees to allow Carrico access to Facilities within thirty (30) days of termination of Agreement to remove Carrico's equipment and/or chemicals.
- 6.4 Owner may terminate this Agreement without penalty if Carrico fails to:
 - Supply chemicals as outlined in this Agreement in a timely manner;
 - Perform routine visits to named Facilities
 - Provide routine water analysis report.
- 6.5 If the Owner terminates this Agreement pursuant to Section 6.4, the Owner agrees to give one written notice to Carrico of Owner's reason for potential termination and agrees to allow Carrico three weeks to correct any deficiencies before giving a final written notice of termination without penalty for removal of equipment and/or chemicals.

ARTICLE VII: MISCELLANEOUS

- 7.1 Any equipment which is provided by Carrico during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of Carrico upon termination of this Agreement. Carrico shall not make any capital replacement of the Facilities equipment or any component hereof without the written approval of the Owner unless there is an emergency. If there is an emergency, Carrico shall provide the Owner with verbal notice of the capital replacement as soon as possible.

- 7.2 This Agreement represents the entire Agreement of the parties and may only be modified or amended in writing and signed by both parties.
- 7.3 Written notices required to be given under this Agreement shall be deemed given when mailed by registered mail to Carrico, attention: President, and to Owner, attention to Owner contact in signature block below, at the address set forth for each in the opening paragraph of this Agreement.
- 7.4 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.
- 7.5 Neither party shall assign, in whole or in part, any of the rights, obligations, or benefits of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 7.6 Service Calls that are the result of the Owner or the Owner's Operator created by neglect for routine housekeeping responsibilities are billable at a rate of one hundred twenty-five and no/100 dollars (\$125.00) per hour while on-site. Routine housekeeping is defined as, but not limited to the following: maintaining correct water level, backwashing filter(s), keeping chemical feed equipment supplied with chemicals, performing daily preventive maintenance on chemical feed equipment, vacuuming pool(s), cleaning hair/lint basket(s), and skimmer baskets, removing oily buildup at waterline, daily testing of chemical levels and logging said results, as required by code, recording all gauge readings and cleaning sensors and restandardization of controller(s), adding of chemicals per Carrico directions.
- 7.7 Service Calls resulting from equipment failure, not related to routine housekeeping as defined in 7.6, are the expenses of Carrico.
- 7.8 Chemicals needed to rebalance pool after emergency draining and refilling due to Acts of God, vandalism, glass breakage, or other reasons beyond control of Carrico are not covered in this Agreement. These chemicals will be billed outside of this Agreement at then current price.
- 7.9 All chemicals used will be only those approved by and purchased from Carrico.

ARTICLE VIII: AUTHORIZATION

	CARRICO AQUATIC RESOURCES, INC.	CITY OF DE PERE - OWNER
Signature		
Print Name	Matt Carrico	
Title	President	
Date		

Purchase Order _____

Exhibit A

"Facilities" as referred to in this document consist of the following:

Legion:

- 309,000 gallon main pool

VFW:

309,442 gallon leisure pool

15,265 gallon wading pool

6,842 gallon slide complex



City of De Pere, Wisconsin

III.12

Request for Board of Park Commissioners Action

MEETING DATE: March 27, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Consideration and Possible Action to Approve a 3-Year Agreement with Fox Communities Credit Union to Continue Sponsorship of the Holiday Light Show *
RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

Cover memo.Holiday Light Show sponsorship, FCCU Holiday Lighting Sponsorship Agreement.Renewal 2025, Exhibit A, FCCU Holiday Lighting Sponsorship Agreement

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: March 20, 20225

RE: Extension to Holiday Light Show Sponsorship Agreement

December of 2024 marked the final year and completion of the original agreement with Fox Communities Credit Union to sponsor the Holiday Light Show. After talking with FCCU representative Andy Wilson, I am pleased to report that FCCU is interested in re-upping the agreement for an additional three years with a few minor changes. Changes include;

- Three year extension at \$5,000/year.
- Providing the opportunity to FCCU to post a sign/board displaying information on the Fox Cares Foundation and how to donate.

Staff Recommendation: Staff would recommend the proposed extension and forward to City Council.

**SPONSORSHIP AGREEMENT FOR
HOLIDAY LIGHT EVENT AT VOYAGEUR PARK**

WHEREAS, the City of De Pere Board of Park Commissioners, on March 18, 2021, approved a Holiday Light Event at Voyageur Park to begin in December 2021, ("Event") and continue on an annual basis; and

WHEREAS, a map depicting the location of the Event is attached and incorporated as Exhibit A; and

WHEREAS, Fox Communities Credit Union ("Sponsor") generously agreed to be the main sponsor of the Event for the first four years, and is now requesting to sponsor for an additional three years; and

NOW THEREFORE, upon the mutual covenants and obligations contained herein, and such other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The City of De Pere ("City") pledges to host an annual drive through holiday light experience at Voyageur Park in substantial conformity with the map shown in Exhibit A
2. Sponsor pledges to donate \$15,000.00 to the City for the Event, with the following schedule of payments:
 - Year 1: \$5,000.00 prior to August 1, 2025
 - Year 2: \$5,000.00 prior to August 1, 2026
 - Year 3: \$5,000.00 prior to August 1, 2027
3. Upon receipt of each payment noted above, the City shall forward to Sponsor written acknowledgement of such donation so as to satisfy state and federal government requirements for charitable contributions.

4. City shall be responsible for running, promoting, and maintaining the Event, including providing an on-site supervisor, installing, removing and storing all lights and decorations, troubleshooting any electrical issues, and paying all utility costs related to the Event.
5. The title of the Event shall be “De Pere Holiday Light Festival Sponsored by Fox Communities Credit Union” during the sponsorship term of 2025-2027.
6. Sponsor shall approve any marketing or advertising related to the Event in which Sponsor’s name or logo is used.
7. City may solicit organizations to staff the front entrance of the Event for the purpose of raising donations/funds for a local charity. One date of the annual Event shall be reserved for Sponsor to provide staff at the front entrance for soliciting donations.
8. City shall allow for the posting of the Fox Communities Fox Cares Foundation logo and hyperlink to their website to allow for potential donations, at a minimum of two days during the event.
9. If the Event does not come to fruition by the first full week of December each year throughout the sponsorship term, the City shall return that year’s portion of the donated funds to Sponsor.

Dated this _____ day of _____, 2025.

FOX COMMUNITIES CREDIT UNION

By:

TITLE

TITLE

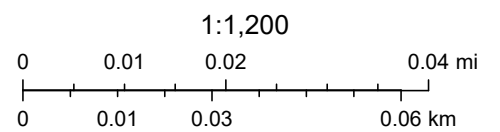
CITY OF DE PERE

By:

Kimberly T. Flom, City Manager

Carey E. Danen, City Clerk

Exhibit A



Brown County WI

**SPONSORSHIP AGREEMENT FOR
HOLIDAY LIGHT EVENT AT VOYAGEUR PARK**

WHEREAS, the City of De Pere Board of Park Commissioners, on March 18, 2021, approved a Holiday Light Event at Voyageur Park to begin in December, 2021, ("Event") and continue on an annual basis; and

WHEREAS, a map depicting the location of the Event is attached and incorporated as Exhibit A; and

WHEREAS, Fox Communities Credit Union ("Sponsor") has generously agreed to be the main sponsor of the Event for the first four years; and

NOW THEREFORE, upon the mutual covenants and obligations contained herein, and such other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The City of De Pere ("City") pledges to host an annual drive through holiday light experience at Voyageur Park in substantial conformity with the map shown in Exhibit A beginning on December 10, 2021.
2. Sponsor pledges to donate \$12,500.00 to the City for the Event, with the following schedule of payments:
 - Year 1: \$5,000.00 prior to August 1, 2021
 - Year 2: \$2,500.00 prior to August 1, 2022
 - Year 3: \$2,500.00 prior to August 1, 2023
 - Year 4: \$2,500.00 prior to August 1, 2024
3. Upon receipt of each payment noted above, the City shall forward to Sponsor written acknowledgement of such donation so as to satisfy state and federal government requirements for charitable contributions.

4. City shall be responsible for running, promoting, and maintaining the Event, including providing an on-site supervisor, installing, removing and storing all lights and decorations, troubleshooting any electrical issues, and paying all utility costs related to the Event.
5. The title of the Event shall be “De Pere Holiday Light Festival Sponsored by Fox Communities Credit Union” during the sponsorship term of 2021-2024.
6. In 2021, the Event will primarily consist of lights and decorations in and around the turnaround area, depicted in orange on Exhibit A. In 2022 and beyond, the Event may include lights and decorations on and around the trees leading up to the turnaround area, depicted by purple circles and red/white triangles on Exhibit A.
7. Sponsor shall approve any marketing or advertising related to the Event in which Sponsor’s name or logo is used.
8. City shall solicit organizations to staff the front entrance of the Event for the purpose of raising donations/funds for a local charity. One date of the annual Event shall be reserved for Sponsor to provide staff for the front entrance.
9. If the Event does not come to fruition by the first full week of December each year throughout the sponsorship term, the City shall return that year’s portion of the donated funds to Sponsor.

Dated this _____ day of _____, 2021.

FOX COMMUNITIES CREDIT UNION

By:

TITLE

TITLE

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk



City of De Pere, Wisconsin

III.13

Request for Board of Park Commissioners **Action**

MEETING DATE: March 27, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Consideration and Possible Action on the Color Option for the Rainbow Park Playground
RECOMMENDED ACTION: Staff recommends the Rainbow Theme Color Option.

ATTACHMENTS:

Cover memo. Rainblow Color Selection, Rainbow Theme Color Option, Red Blue Yellow Theme Color Option, Southwest Theme Color Option

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: March 20, 2025

RE: Rainbow Park Playground Color Selection

Our consultant developed three options of color schemes for Rainbow Playground for your consideration. We are not limited to these colors if you do not like any of the combinations. We simply need to recommend a color combination to the vendor. However, in reviewing the color combinations provided by the vendor, I do believe several options are worth considering. Staff are preferential to the Rainbow-colored theme.



COLOR KEY

●	PURPLE
●	BLUE
●	SKY
●	LIME
●	YELLOW
●	ORANGE
●	RED
●	YELLOW/RED



COLOR KEY

- RED
- YELLOW
- BLUE
- YELLOW/RED
- BLUE/YELLOW
- RED/WHITE





COLOR KEY

●	BROWN
●	AQUA
●	SILVER
●	ORANGE
●	OLIVE
■	GRAY/BLACK





City of De Pere, Wisconsin

III.14

Request for Board of Park Commissioners **Action**

MEETING DATE: March 27, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Consideration and Possible Action to Approve Delaying the Voyageur Park Dumpster Project
RECOMMENDED ACTION: Staff recommends delaying the Voyageur Park dumpster project.

ATTACHMENTS:
Cover Memo.Voyageur Dumpster

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: March 20, 2025

RE: Voyageur Dumpster Project

Staff would like the Park Board to place the dumpster project for Voyageur Park on hold until future ideas/plans for garbage removal can be investigated.

During our annual development of our Capital Improvement Plan, staff came up with an idea to help with garbage removal in our parks. The idea is to implement a portable garbage picking unit that fits into the back of a pickup truck. This equipment operates identical to our large garbage trucks and would allow staff to drive up to garbage cans, grab the cart and then dump directly into the truck. This method is very attractive for multiple reasons. First, it reduces the physical stress on our staff. Many of these garbage cans are extremely heavy and at times require two people to handle. Secondly, it provides a much safer situation where our staff are not physically coming into contact with most or all the garbage. There is an incredibly wide range of garbage in park garbage cans, which can cause safety concerns to our staff. Our standard method is to dump the cans into garbage bags and then place the bags in the back of trucks. In doing this, staff are physically lifting the garbage cans and many times physically touching much of the garbage.

While this method can't be used for every garbage can we are responsible for within the City, it does address many of the cans/containers in our parks.

How does this impact the Voyageur Dumpster Project? If we were to implement this method, we do not have a suitable way to dump the refuse from the truck into the dumpster. Once a truck is full, we would likely have staff dump at the landfill like the rest of our garbage trucks or devise a method at the MSC to transfer the garbage to our larger trucks. Therefore, the use of the dumpster would be minimally used, if at all.

Staff Recommendation: Because the attractiveness of this unit for staff physical and personal safety I would recommend we hold off pursuing the dumpster project until we know if A) we can receive funding for this unit(s), and 2) if they really work as well as we think they will.



City of De Pere, Wisconsin

III.15

Request for Board of Park Commissioners **Action**

MEETING DATE:	March 27, 2025
DEPARTMENT:	Parks, Recreation & Forestry
FROM:	Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT:	Consideration and Possible Action to Approve the Waterview Heights Subdivision Park Concept
RECOMMENDED ACTION:	Staff recommends approval of the park Waterview Heights Subdivision park concept.

ATTACHMENTS:

Cover Memo.new park master plan, Waterview_Park_Concept

CITY OF DE PERE MEMO



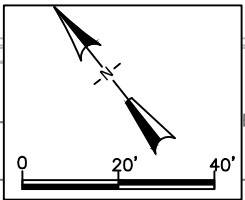
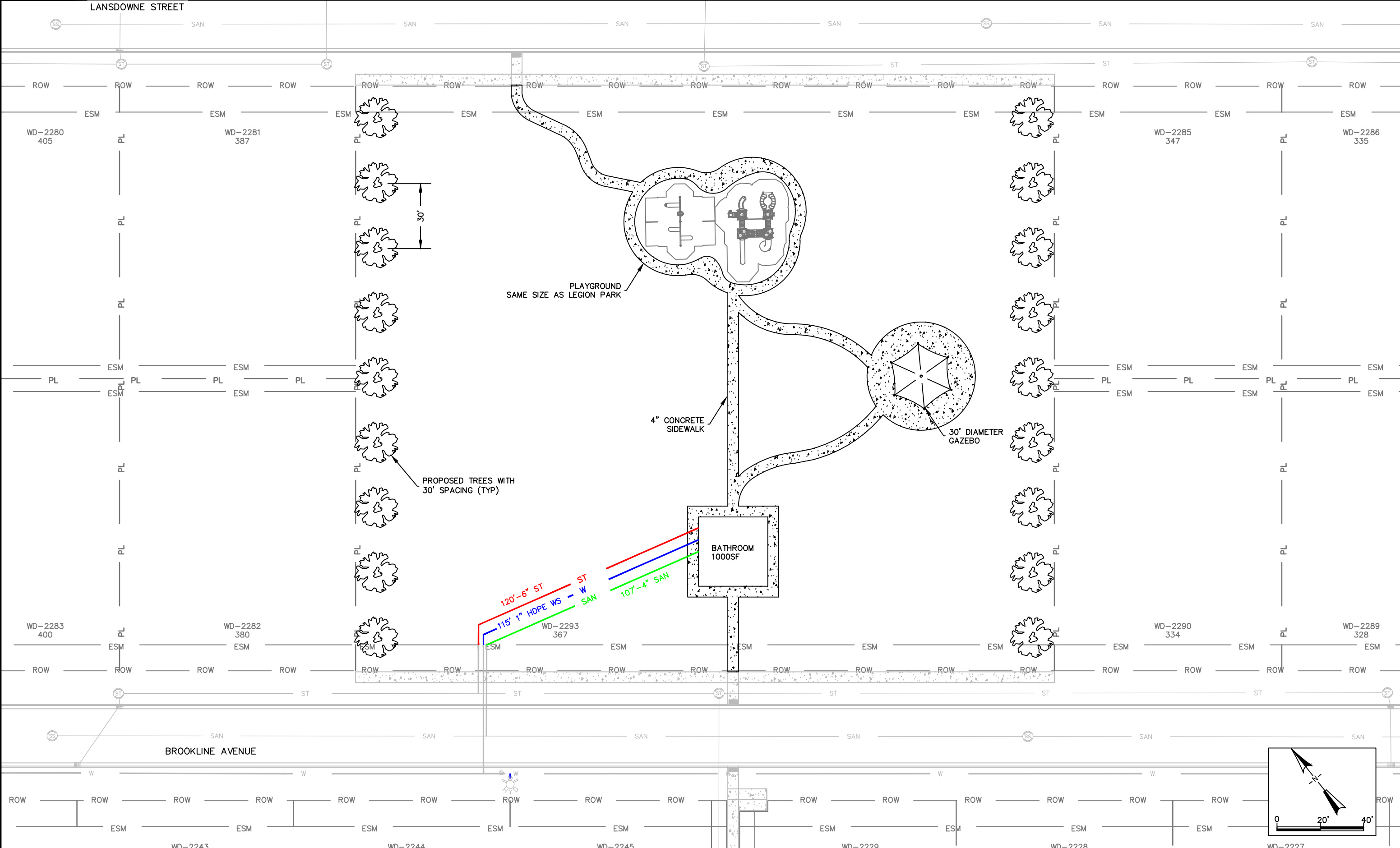
To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: March 20, 2025

RE: New Park Design in Waterview Heights Subdivision

Summary: At a previous meeting, the Park Board requested that staff put together ideas of a Master Plan for the new park being developed in Waterview Heights Subdivision. The included master plan for the new park fits the model of a Mini to Neighborhood sized park. Without parking the addition of an athletic field is not in the park and/or neighborhood's best interests. A playground is typically the top priority. We incorporated three other elements that we believe have a benefit to the area.

- First, we included a restroom/building. We feel this could be a solid choice for a future playground program and/or moving the program from Kiwanis Park. A restroom and base facility are good ideas for such a program.
- The gazebo is also an amenity that we think could be a benefit as it can be used for shade for parents while watching their children. In addition, based on the terrain the facility could also be used for small concerts in the park.
- Last, we strategically incorporated an area of green space that remains useful and effective for children and families to enjoy outdoor games and/or activities like frisbee, football, tag, etc...

Staff Recommendation: Staff recommends the approval of the Master Plan for this new park located in the Waterview Heights Subdivision.



CITY OF DE PERE

ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

**WATERVIEW PHASE II
PARK CONCEPT**

NAME: WATERVIEW HEIGHTS
PHASE II
CONSTRUCTION
PROJECT # 24-04

		REVISIONS / ISSUES			
		NO.	DATE	BY	REMARKS
SURVEYED					
DRAWN	MAL	02-2025			
DESIGNED					
CHECKED	EPR	02-2025			

PAGE NO.
PG1



City of De Pere, Wisconsin

III.16

Request for Board of Park Commissioners **Action**

MEETING DATE:	March 27, 2025
DEPARTMENT:	Parks, Recreation & Forestry
FROM:	Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT:	Consideration and Possible Action to Approve Agreement with Convenient ATM Services to Provide Seasonal ATM at the Nelson Family Pavilion *
RECOMMENDED ACTION:	Staff recommends approval of the agreement with Convenient ATM Services

ATTACHMENTS:

Cover Memo.Seasonal ATM, ATM Site Agreement Agreement (revised 3-25)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: March 20, 2025

RE: Seasonal ATM Agreement

Staff is requesting the approval of an agreement that allows for a seasonal ATM machine at the Nelson Pavilion in Voyageur Park. The machine would be located at the facility from the months of May – September. We have looked around quite a bit and only found one company that is interested in seasonal ATM machines. The ATM machine is a much-needed resource for our weekly Beer Gardens and will come in handy/useful for various special events and programs that are planned over the season.

At this point we are not able to provide a cashless system because of the type of internet services we currently have at the Nelson Pavilion. We are hoping to have Fiber installed for 2026, which would allow us a variety of options to offer cashless payment options. Until then, a seasonal ATM is a convenient tool for event goers.

Staff Recommendation: Approve agreement for seasonal ATM and forward to City Council for consideration and approval. Prior to Council have legal office review.

ATM SITE / LOCATION AGREEMENT

City proposed revisions to Agreement

Page 1

1. Background; Purpose & Term. The Vendor owns a commercial location identified below (the “Location”) and the Vendor desires to have an Automated Teller Machine (“ATM”) installed at the Vendor’s Location for the purpose of dispensing cash for the time period of May 1st through October 1st, 2025. The Agreement begins on May 1st and shall terminate as of October 2nd, 2025. Either party to this Agreement may terminate the Agreement for convenience by giving the other party thirty (30) days written notice, or immediately upon written notice of a material breach hereof. Operator owns the ATM and associated communication equipment (collectively referred to as the “Equipment”) that it wishes to place at the Vendor’s Location. The Vendor and Operator, in consideration of the mutual promises herein expressed, hereby agree to the terms and conditions of this Agreement.

2. Placement. The placement of the Equipment will be in a mutually agreed upon area within the Vendor’s Location in order to optimize visibility and accessibility. All Equipment is the sole and exclusive property of the Operator, and title to the Equipment will at all times remain with the Operator. Vendor agrees to provide full public access to Equipment during Vendor’s typical business hours. Vendor shall not be responsible for vandalism, graffiti or other damage to the ATM caused by a third-party or weather conditions. Vendor will allow access to Operator for installation, servicing, repair, and maintenance of the Equipment and agrees to promptly notify Operator of the need for service and repair on the Equipment. Operator shall post a phone number on the ATM for Vendor to call Operator for necessary service and repair of the Equipment. Operator will be responsible for all ATM user questions and concerns, operating expenses, errors or defects, cellular wireless unit, and maintenance cost of Equipment other than the supply of electricity to operate the Equipment, which is to be provided by Vendor at its expense.

8. Mutual Indemnification. Each party to this Agreement shall indemnify, release, defend and hold harmless the other party, to include respective directors, officers, representatives, agents, employees, contractors, guests, volunteers, divisions, affiliates and invitees from and against any and all liabilities, claims, demands, costs, and expenses for personal injury or damage to property of third parties (including but not limited to reasonable attorneys’ fees and litigation costs) (collectively, “Claims”) to the extent that such Claims arise from: (i) negligence or other fault of the indemnifying party or its representatives, agents, employees, contractors, suppliers, customers, guests or invitees, or (ii) failure of the indemnifying party to fully perform all of its obligations under this Agreement.

9. Entire Agreement. This Agreement contains the entire and exclusive understanding and agreement between the parties with respect to the matters referred to herein and supersedes any and all prior or contemporaneous agreements, understandings, communications and representations, whether oral or written, with regard to this Agreement's subject matter. This Agreement may not be amended except in a writing signed by both parties hereto.

Page 2

11. Warranty of Authority. VENDOR AND OPERATOR EACH WARRANT THEY HAVE THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND THE PERSONS SIGNING BELOW ON BEHALF OF VENDOR AND OPERATOR ARE DULY AUTHORIZED SIGNATORIES.



City of De Pere, Wisconsin

III.17

Request for Board of Park Commissioners **Action**

MEETING DATE: March 27, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Consideration and Possible Action to Approve ATC Performing Work in Voyageur Park and Approve Signature of Permits Required for the Work *

RECOMMENDED ACTION: Staff recommends approval

ATTACHMENTS:

Cover memo.ATC Landfill permit, ATC Permit for Development at Historic Fill Site or Licensed, State of Wisconsin

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: March 20, 2025

RE: Consideration and Possible Action to Approve ATC to Perform Work in Voyageur Park and
Approve Signature of Permits Required for the Work.

ATC is requesting to work on their transmission lines in Voyageur Park this spring. Some of their lines fall within the scope of the registered landfill area in Voyageur Park. As part of their work, they are required to complete a permit with the WDNR that allows them to perform the work within the landfill. As owners of the site, the permit is seeking signatures from the City. Our legal team has reviewed the documents and does not have any concern with signing the permits.

Staff Recommendation: Approve ATC work within Voyageur Park for transmission lines and recommend signatures to WDNR permit for working within the landfill for ATC.

Development at Historic Fill Site or Licensed Landfill Exemption Application

Form 4400-226 (R 05/16)

Page 2 of 6

III. Site Ownership History

Previous Owner - Last Name	First	MI	Telephone Number	
City of De Pere			(920) 339-4050	
Street Address	City	State	ZIP Code	
333 South Broadway	De Pere	WI	54115	
Responsible Municipal / Private Operator - Last Name (if applicable)	First	MI	Telephone Number	
Kosobucki	Marty			
Street Address	City	State	ZIP Code	
333 South Broadway	De Pere	WI	54115	

IV. Evaluation of Existing and Potential Impacts. See Development at Historic Fill Sites and Licensed Landfill: Guidance for Investigation and Development at Historic Fill Sites and Licensed Landfill: Potential Problems and Considerations.

- A. Analytical data for the following media have been collected and/or examined before completing this application:
1. Groundwater: ☒ Yes ☐ No
 2. Soil: ☒ Yes ☐ No
 3. Surface water / sediment: ☐ Yes ☐ No
 4. Air: ☐ Yes ☐ No
 5. Methane or other explosive gases: ☐ Yes ☐ No
- B. Based on known or suspected sources and wastes, their physical characteristics, containment and geologic environment, do you suspect a release of pollutants to the environment?
- ☐ Yes: ☐ Groundwater ☐ Soil ☐ Surface Water / Sediment ☐ Methane or Other Explosive Gases
- ☒ No
- C. If there is NOT a likelihood of a release of pollutants or evidence of a release, would the impact of the proposed development be likely to cause a release to the environment?
- ☐ Yes: If yes, be sure to summarize actions to be taken to prevent adverse environmental impacts in V. Part C below.
- ☒ No

V. Summary of Existing and Potential Impacts. See Development at Historic Fill Sites and Licensed Landfill: Guidance for Investigation and Development at Historic Fill Sites and Licensed Landfill: Potential Problems and Considerations.

Describe the following in an attached narrative under the signature of a qualified professional. Organize, label and package as listed below.

- A. Existing Site Conditions
1. existing site conditions including waste types,
 2. potential for impacts, and
 3. evaluation of existing impacts.
- B. Proposed Development Summary. Include explanation for overall site decision.
- C. Summary of actions to be taken and engineering controls that will prevent or minimize adverse environmental impacts and potential threats to human health and welfare, including worker safety.

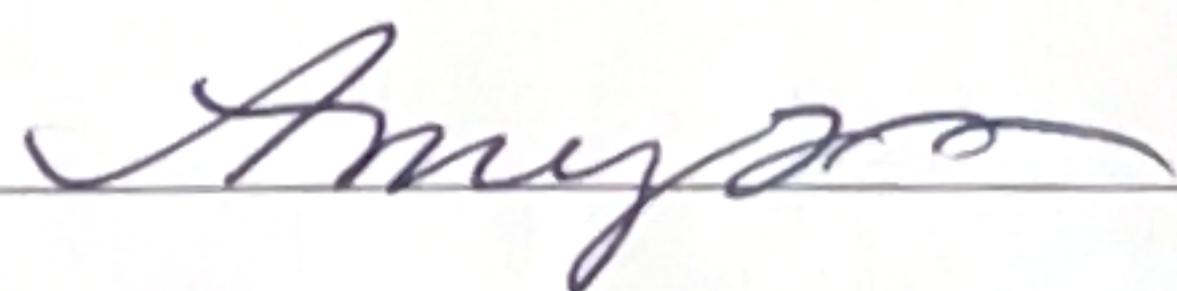
VI. Certification of Application Information

I certify that information in this application and all its attachments is true and correct and in conformity with applicable Wis. statutes.

Print / Type Name of Applicant

ATC - Amy Lee / Principal Environmental & Regulatory Advisor

Applicant Signature



Date Signed

3/17/25

**Development at Historic Fill Site or Licensed Landfill
Expedited Exemption Application**
Form 4400-226A (R 05/21)

Notice: This form and Form 4400-226 are required to apply for an expedited exemption to develop at a historic fill site or licensed landfill pursuant to ss. NR 506.085 and NR 500.08(4), Wis. Adm. Code. This form may only be used for landfill sites with no environmental impact. The Department will not consider your application unless you provide complete information requested. Personally identifiable information collected will be used to process your application and will also be accessible by request under Wisconsin's Public Records law [ss. 19.31 - 19.39, Wis. Stats.]

Environmental Professional Evaluation

Professional Engineer or Geologist - Last Name	First	MI	Telephone Number (incl. area code)	
Address		City	State	ZIP Code

I am a professional engineer or professional geologist or hydrologist registered to practice in Wisconsin and am qualified by training and experience to evaluate the potential for soil and groundwater contamination and the migration and concentration of explosive or toxic gases to occur from the disposal of solid waste.

I have evaluated the proposal described in this document for development on a property where solid waste has been disposed and it is my professional opinion that it is unlikely that "environmental pollution" exists or that there has been a significant "discharge" of a "hazardous substance" at the property (as these terms are defined in s. 292.01, Wis. Stats.). It is also my professional opinion that the development of the property as described in this document will not cause or exacerbate an exceedance of any applicable soil or groundwater standard and will not cause a significant increase in risk due to the migration or concentration of explosive or toxic gasses or cause any other significant risk to public health, safety or welfare or the environment.

My professional opinion is given to a reasonable degree of professional certainty, and is based upon my evaluation of reasonable and sufficient information and generally accepted engineering and scientific practices.

Signature	Date Signed	Wisconsin Registration Number
-----------	-------------	-------------------------------

Site Owner and Developer Certification

Property Owner - Last Name	First	MI	Telephone Number (incl. area code)	
City of De Pere			(920) 339-4050	
Address		City	State	ZIP Code
335 South Broadway		De Pere	WI	54115
Developer - Last Name	First	MI	Telephone Number (incl. area code)	
ATC			(608) 877-3670	
Address		City	State	ZIP Code
2489 Rinden Road		Cottage Grove	WI	53527

I certify that I have read the DNR publication, *Development at Historic Fill Sites and Licensed Landfills: Considerations and Potential Problems* (PUB-RR-685), and understand the potential environmental, health and safety risks if the development of the property is not compatible with the waste disposed at the site.

I also understand that future decisions regarding the use of the property must consider whether those changes will create an adverse environmental impact and that activities causing a significant threat to public health, safety, or welfare are prohibited under s. 289.46(2), Wis. Stats. This exemption application and any exemption related to this document that is issued by the Department transfers to any future purchaser of this property.

Owner Signature _____ Date Signed _____

Developer Signature Amy 2022 Date Signed 3/17/25



City of De Pere, Wisconsin

IV.1

Request for Board of Park Commissioners **Action**

MEETING DATE: March 27, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Discussion on the Proposed Seven Year Capital Improvement Plan for the Parks, Recreation, and Forestry Departments
RECOMMENDED ACTION: Staff presented the seven-year Capital Improvement Plan

ATTACHMENTS:

Cover Memo.CIP, Copy of DRAFT PARKS - City of De Pere Capital Improvements and Equipment Fiscal Projections for 2026 - 2032 1-22-25

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: March 20, 2025

RE: Seven Year Capital Improvement Plan – Proposed

I have included a copy of the proposed Capital Improvement Plan that was submitted to our City Manager for consideration. The plan will be included with the overall City plan and presented to our City Council for review and approval.

There is a lot of information to absorb when it comes to this plan, however I offer the following snippets of projects to help you understand key projects. As you review the document, please keep in mind that our philosophy is to take care of what we have as our top priority.

Project Notes:

2026	Ice Arena HVAC Ice Arena Flooring	No decision has been made yet on the direction of the Ice Arena, therefore we need to consider an aggressive approach to repairs of the facility.
	Portable Garbage Truck	This unit would allow staff to collect garbage throughout the park system in a more effective and efficient manner while being much safer. Due to this method, we are placing the dumpster project on hold as the two systems would not work together effectively.
	Robotic Mower	We are currently experimenting with one of these units in 2025. We anticipate it to be a solid cost-saving measure and be able to help us gain efficiency in park operations.
	Outdoor Ice Rinks	We have struggled over the last 10 years to effectively offer outdoor ice rinks due to mother nature. Our current system does not allow for effective ice with weather patterns. This project would include either installing a portable chiller system or a large covered concrete pad. There has been interest from key individuals expressed to help fundraise for something like this.
	Pickel Ball Facility	The popularity of Pickle Ball continues to climb, and we continually receive comments that we do not have enough courts.

	Community Center Expansion	We have a good working relationship with our schools, but it continues to be a challenge to utilize their facilities. An expansion would allow for additional general programming and rentals and allow for additional office space.
	Waterview Heights Phase I	This would be the installation of a playground and appropriate accessibility paths.
2027	Ice Arena – exterior repairs	This is the continued effort to revitalize the ice arena.

Projects for reconsideration/removal – As we look through the CIP there are some projects that have been included for years, however, have not gained traction or certain factors have occurred to reduce the projects importance. I would ask the Park Board to discuss the potential of removing the projects below.

2026	Replacement of Carney Park Playground	This playground has been at this location since 1994 and is in deteriorating condition. While I do think people would use the playground, we have brand new playground we just installed at Willems Park which is within walking distance.
2028	Urban Soccer Complex	This concept never really gained traction or has had any interest from outside donors/organizations. The concept seems to have its niche within larger populated cities.

PARKS CIP 2026 - 2032

FUNDING SOURCES

<i>Parks</i> PROGRAM / DEPARTMENT	YEAR	PRIORITY	PROJECT / EQUIPMENT DESCRIPTION	TOTAL COST												
					Tax Levy	Special Assessment	Private Donations	Federal / State Grants	G.O. Bonds	TIF Bonds	Water Fund	Wastewater Fund	Park Fund	Storm Water Utility	Other Intergovernmental Funding	Other (Specify)
Parks & Public Lands	2026	1	ADA Sidewalk/Hard Surface replacement program	\$ 30,000	30,000											
Parks & Public Lands	2026	2	Crackfilling/Sealcoating Program	\$ 25,000	25,000											
Communtiy Center	2026	3	Maintenance Fund	\$ 15,000	15,000											
Parks & Public Lands	2026	4	Self Watering Basekets	10,000	10,000											
Parks & Public Lands	2026	5	Portable garbage truck/lift	\$ 30,000												
Parks and Public Lands	2026	6	Optimist Open Shelter - roof replacement	\$ 12,000	12,000											
Parks & Public Lands	2026	7	Replace Legion Open Shelter Roof	\$ 11,000	11,000											
Ice Arena	2026	8	HVAC Upgrades	\$ 100,000					50,000							\$ 50,000
Parks & Public Lands	2026	9	Wilson Park improvements	\$ 200,000					200,000							
Parks & Public Lands	2026	10	Rotary Park - Gazebo updates/repairs/path	\$ 12,000					12,000							
Community Center	2026	11	Replacement of wet/dry valve system	\$ 30,000					30,000							
Parks & Public Lands	2026	12	Kiwanis Parking Lot resurface	\$ 25,000					25,000							
Ice Arena	2026	13	Replace Flooring	\$ 30,000			\$ 15,000		15,000							
Community Center	2026	14	Replacement of Lower Level Sign	15,000	15,000											
Community Center	2026	15	VAV Replacement - Phase I	10,000					10,000							
Park Equipment/Veh. Maint	2026	16	Grapple Bucket for Skidster/Toolcat	\$ 5,500	5,500											
Park Equipment/Veh. Maint	2026	17	1 Ton Salter	\$ 11,000					11,000							
Park Equipment/Veh. Maint	2026	18	Robotic Mower Purchase	\$ 10,000					10,000							
Parks & Public Lands	2026	19	Kelly Danen Bleacher replacement	20,000					20,000							
Parks & Public Lands	2026	20	Preserve Trail update	\$ 25,000					25,000							
Community Center	2026	21	Window Treatment replacements	20,000	20,000											
Parks & Public Lands	2026	22	Nelson Pavilion - Aluminum Railing Ext	\$22,000					22,000							
Parks & Public Lands	2026	23	Nelson Pavilion - Epoxy Floor	\$22,000					22,000							
Parks & Public Lands	2026	24	Replace Carney Park Playground (1994)	\$ 125,000					125,000							
Parks & Public Lands	2026	25	Optimist Storm Drain	35,000					35,000							
Parks & Public Lands	2026	26	Park Light Replacement Program (LED Heads)	\$ 15,000	15,000											
Community Center	2026	27	Community Center Expansion	\$ 750,000			375,000		375,000							
Parks & Public Lands	2026	28	Waterview Heights Park Phase I - Playground	160,000					160,000							
Parks & Public Lands	2026	29	Pickle Ball Facility - Southwest Park	\$260,000					260,000							
Parks and Public Lands	2026	30	Outdoor Ice Rinks	200,000			100,000		100,000							
TOTAL				\$ 2,235,500	\$ 158,500	\$ -	\$ 490,000	\$ -	\$ 1,507,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000

<i>Parks</i> PROGRAM / DEPARTMENT	YEAR	PRIORITY	PROJECT / EQUIPMENT DESCRIPTION	TOTAL COST												
					Tax Levy	Special Assessment	Private Donations	Federal / State Grants	G.O. Bonds	TIF Bonds	Water Fund	Wastewater Fund	Park Fund	Storm Water Utility	Other Intergovernmental Funding	Other (Specify)
Parks & Public Lands	2027	1	ADA Sidewalk/Hard Surface Replacement Program	\$ 30,000	\$ 30,000											
Parks & Public Lands	2027	2	Crackfilling/Sealcoating Program	\$ 30,000	\$ 30,000											
Community Center	2027	3	Maintenance Fund	\$ 15,000	\$ 15,000											
Parks& Public Lands	2027	4	Replace Kiwanis Playground (2003)	\$ 155,000					\$ 155,000							
Park Equipment/Veh. Maint	2027	5	Replacement of Sand Pro/diamond groomer	\$ 40,000					\$ 40,000							
Parks & Public Lands	2027	6	Octagon Roof Replacement	\$ 14,000	\$ 14,000											
Ice Arena	2027	7	Exterior repairs and upgrades	\$ 100,000					\$ 100,000							
Ice Arena	2027	8	Replace ceiling insulation	\$ 40,000			\$ 20,000									\$ 20,000
Community Center	2027	9	VAV Replacement - Phase II	\$ 11,000					\$ 11,000							
Parks & Public Lands	2027	10	Braiser - replace basketball standards	\$ 7,000	\$ 7,000											
Parks & Public Lands	2027	11	Waterview Heights - Phase II (Gazebo/Path)	\$ 50,000					\$ 50,000							
Parks & Public Lands	2027	12	Kelly Danen - Re-construct dugouts	\$ 30,000	\$ 30,000											
Park Equipment/Veh. Maint	2027	13	Robotic Mower	\$ 15,000	\$ 15,000											
Parks & Public Lands	2027	14	Voyageur - Replacement of transient boat docks	\$ 125,000					\$ 125,000							
Parks & Public Lands	2027	15	Kiwanis Shelter/restrooms	\$ 230,000					\$ 230,000							
Parks & Public Lands	2027	16	Removal of Nature Center gazebo	\$ 10,000	\$ 10,000											
Parks & Public Lands	2027	17	Mini Disc Golf - Southwest Park	\$ 8,000	\$ 8,000											
Parks and Public Lands	2027	18	Riverwalk refurbishment (painting, sandblasting, repairs)	\$ 150,000												\$ 150,000
Parks & Public Lands	2027	19	Replace VFW Restrooms (Allard)	\$ 210,000					\$ 210,000							
Parks & Public Lands	2027	20	Jim Martin Parking lot addition	\$ 115,000					\$ 115,000							
Parks & Public Lands	2027	21	Canoe/Kayak Launch - Perkofski	\$ 50,000					\$ 50,000							
Parks & Public Lands	2027	22	Turf Baseball Field	\$ 250,000			\$ 175,000		\$ 75,000							
Parks & Public Lands	2027	23	SE Community Park Land Acquisition	\$ 700,000					\$ 700,000				\$ 500,000			
TOTAL				\$ 2,385,000	\$ 159,000	\$ -	\$ 195,000	\$ -	\$ 1,861,000	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 170,000

<i>Parks</i> PROGRAM / DEPARTMENT	YEAR	PRIORITY	PROJECT / EQUIPMENT DESCRIPTION	TOTAL COST												
					Tax Levy	Special Assessment	Private Donations	Federal / State Grants	G.O. Bonds	TIF Bonds	Water Fund	Wastewater Fund	Park Fund	Storm Water Utility	Other Intergovernmental Funding	Other (Specify)
Community Center	2028	1	Maintenance Fund	\$ 15,000	\$ 15,000											
Parks & Public Lands	2028	2	Hard Surface Replacement Program	\$ 30,000	\$ 30,000											
Park Equipment/Veh. Maint	2028	3	Replace Truck 308 (1 Ton)	\$ 100,000					\$ 100,000							
Parks & Public Lands	2028	4	Replace Samantha Playground (2006)	\$ 170,000					\$ 170,000							
Community Center	2028	5	VAV Replacement - Phase III	\$ 12,000					\$ 12,000							
Park Equipment	2028	6	Roof replacement - Metal (Bomier)	\$ 10,000	\$ 10,000											
Park Equipment/Veh. Maint	2028	7	Replace Slope Mower	\$ 100,000					\$ 100,000							
Ice Arena	2028	8	Replace ice rink floor	\$ 700,000					\$ 600,000							\$ 100,000
Parks & Public Lands	2028	9	Natural Parking area - Southwest Park	\$ 150,000					\$ 150,000							
Parks & Public Lands	2028	10	Crackfilling/Sealcoating Program	\$ 30,000	\$ 30,000											
Parks & Public Lands	2028	11	Samantha Park - Restrooms	\$ 175,000					\$ 175,000							
Parks & Public Lands	2028	12	Waterview Heights Park - Phase III (Restroom)	\$ 175,000					\$ 175,000							
Parks & Public Lands	2028	13	Urban Soccer Complex	\$ 150,000			150,000									
TOTAL				\$ 1,817,000	\$ 85,000	\$ -	\$ 150,000	\$ -	\$ 1,482,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
<i>Parks</i> PROGRAM / DEPARTMENT	YEAR	PRIORITY	PROJECT / EQUIPMENT DESCRIPTION	TOTAL COST												
					Tax Levy	Special Assessment	Private Donations	Federal / State Grants	G.O. Bonds	TIF Bonds	Water Fund	Wastewater Fund	Park Fund	Storm Water Utility	Other Intergovernmental Funding	Other (Specify)
Community Center	2029	1	Maintenance Fund	\$ 15,000	\$ 15,000											
Parks & Public Lands	2029	2	Hard Surface Replacement Program	\$ 35,000	\$ 35,000											
Parks & Public Lands	2029	3	Crackfilling/Sealcoating Program	\$ 30,000	\$ 30,000											
Park Equipment/Veh Maint.	2029	4	Replace Mower 305 - Toro 5900 (16 ft mower)	\$ 160,000					\$ 160,000							
Ice Arena	2029	5	Replace Dasher Boards	\$ 300,000					\$ 100,000							\$ 200,000
Park Equipment/Veh. Maint.	2029	6	Replace Truck 16 (1 Ton) - 22	\$ 125,000					\$ 125,000							
Park Equipment/Veh. Maint.	2029	7	Replace Goosen vacuum - 16	\$ 42,000					\$ 42,000							
Parks & Public Lands	2029	8	Roof replacement - Metal (Fox Point)	\$ 10,000	\$ 10,000											
Swimming Pools	2029	9	Legion Pool - Technical Design, Bid	\$ 500,000												\$ 500,000
TOTAL				\$ 1,217,000	\$ 90,000	\$ -	\$ -	\$ -	\$ 427,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700,000
<i>Parks</i> PROGRAM / DEPARTMENT	YEAR	PRIORITY	PROJECT / EQUIPMENT DESCRIPTION	TOTAL COST												
					Tax Levy	Special Assessment	Private Donations	Federal / State Grants	G.O. Bonds	TIF Bonds	Water Fund	Wastewater Fund	Park Fund	Storm Water Utility	Other Intergovernmental Funding	Other (Specify)
Community Center	2030	1	Maintenance Fund	\$ 15,000	\$ 15,000											
Parks & Public Lands	2030	2	Hard Surface Replacement Program	\$ 35,000	\$ 35,000											
Park Equipment/Veh. Maint.	2030	3	Replace Truck #20 - 3/4 Ton	\$ 90,000					\$ 90,000							
Swimming Pools	2030	4	Legion Aquatic Facility and Construction Oversight	\$ 10,500,000												\$ 10,500,000
Ice Arena	2030	5	Replace Scoreboard	\$ 30,000												\$ 30,000
Parks & Public Lands	2030	6	Crackfilling/Sealcoating Program	\$ 30,000	\$ 30,000											
TOTAL				\$ 10,700,000	\$ 80,000	\$ -	\$ -	\$ -	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,530,000
<i>Parks</i> PROGRAM / DEPARTMENT	YEAR	PRIORITY	PROJECT / EQUIPMENT DESCRIPTION	TOTAL COST												
					Tax Levy	Special Assessment	Private Donations	Federal / State Grants	G.O. Bonds	TIF Bonds	Water Fund	Wastewater Fund	Park Fund	Storm Water Utility	Other Intergovernmental Funding	Other (Specify)
Community Center	2031	1	Maintenance Fund	\$ 20,000	\$ 20,000											
Parks & Public Lands	2031	2	Hard Surface Replacment program	\$ 35,000	\$ 35,000											
Parks & Public Lands	2031	3	Crackfilling/Sealcoating Program	\$ 30,000	\$ 30,000											
Park Equipment/Veh Maint.	2031	4	Chipper replacement	\$ 80,000					\$ 80,000							
Park Equipment/Veh Maint.	2031	5	John Deere Tractor replacement	\$ 85,000					\$ 85,000							
Parks & Public Lands	2031	6	Replace Patriot Park Shelter	\$ 250,000					\$ 250,000							
Parks & Public Lands	2031	7	Lions Trailside Restroom	\$ 175,000					\$ 175,000							
TOTAL				\$ 675,000	\$ 85,000	\$ -	\$ -	\$ -	\$ 590,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other																

<i>Parks</i>				TOTAL COST												
<u>PROGRAM / DEPARTMENT</u>	<u>YEAR</u>	<u>PRIORITY</u>	<u>PROJECT / EQUIPMENT DESCRIPTION</u>		<u>Tax Levy</u>	<u>Special Assessment</u>	<u>Private Donations</u>	<u>Federal / State Grants</u>	<u>G.O. Bonds</u>	<u>TIF Bonds</u>	<u>Water Fund</u>	<u>Wastewater Fund</u>	<u>Park Fund</u>	<u>Storm Water Utility</u>	<u>Intergovernmental Funding</u>	<u>Other (Specify)</u>
Park Equipment	2032	1	Truck #14 replacement	\$ 400,000					\$ 400,000							
Parks & Public Lands	2032	2	Reseal Tennis/Pickle Ball Courts	\$ 100,000					\$ 100,000							
Community Center	2032	3	Community Center - HVAC System replacement	\$ 250,000												
	2032															
	2032															
TOTAL				\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



City of De Pere, Wisconsin

V.1

Request for Board of Park Commissioners **Action**

MEETING DATE: March 27, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: 2024 Donation Summary
RECOMMENDED ACTION: Staff presentation

ATTACHMENTS:
2024 Donations

2024 DONATIONS

NAME	AMOUNT
Total Park Donations	\$406,384.00
Total Community Center Donations	\$61,041.35
Total Memorial Benches and Trees	\$19,132.40
Total all 2024 Donations	\$486,557.75

2024 PARK DONATIONS

NAME	AMOUNT	Event
Amerilux	\$3,500.00	Main Sponsor of Beer Garden
Immel Construction	\$1,750.00	June Beer Garden Sponsor
Durr Systems	\$1,750.00	July Beer Garden Sponsor
Tweet Garot	\$1,750.00	August Beer Garden Sponsor
De Pere Girl's Softball	\$27,320.00	Two scoreboards at Optimist Park
Talented/Gifted Students Unified School District	\$700.00	Floral Garden at Legion Park
Graef	\$600.00	Prizes for the Beer Gardens
ATC	\$800.00	Tree Donation
WPS	\$500.00	Tree Donation
Clement Markowski - Eagle Scout	\$2,000.00	Wood Duck and Swallow Homes
De Pere Baseball	\$23,680.00	Improvements to Kelly Danen and SW fields
New Leaf Foods	\$984.00	Sixteen Fruit Trees for the Urban Orchards
Associated Bank	\$12,000.00	First installment of five for NFP
Fox Community Credit Union	\$2,500.00	Holiday Light Event
James and Mary Janssen Trust	\$1,000.00	Nelson Family Pavilion
James and Kathy Wochinske	\$5,000.00	Nelson Family Pavilion
Nelson Family Foundation	\$250,000.00	Nelson Family Pavilion
Associated Bank	\$12,000.00	Nelson Family Pavilion (\$60,000 grant)
Zehm Family	\$1,000.00	Nelson Family Pavilion
Pamela Gantz	\$50.00	Nelson Family Pavilion
ATC	\$7,500.00	Nelson Family Pavilion
Cloud Family Foundation	\$50,000.00	Nelson Family Pavilion
Total	\$406,384.00	

2024 COMMUNITY CENTER DONATIONS

NAME	AMOUNT	Event
De Pere Lions Club	\$1,500.00	Entertainment for Beer Garden
De Pere Optimist Club	\$500.00	Easter Egg Hunt
De Pere Optimist Club	\$500.00	Summer Camp T-shirts
De Pere Men's Club	\$250.00	Easter Egg Hunt
De Pere Men's Club	\$250.00	Summer Carnival
De Pere Men's Club	\$250.00	Senior Picnic
De Pere Kiwanis Club	\$500.00	Recreation Scholarship Fund
Greta Johnson	\$2,500.00	Recreation Scholarship Fund
Aurora BayCare Sports Medicine	\$3,000.00	Flag Football T-shirts
Dickhut Family Charitable Fund	\$5,000.00	Chairs and Tables Community Center
Hockers Plumbing	\$100.00	Summer Carnival
Hockers Plumbing	\$250.00	Senior Picnic
Rennes Group	\$250.00	Movie in the Park
Rennes Group	\$100.00	Senior Lunch/Bingo
Community First Credit Union	\$100.00	Summer Carnival
Rotary Club	\$500.00	Summer Carnival
Brown County Community Women's Club	\$700.00	Facility needs/programs
Greta Johnson	\$1,000.00	Chairs and Tables Community Center
Hockers Home Services	\$1,000.00	Holiday Light Walking Event
Co-Vantage Credit Union	\$200.00	Holiday Light Walking Event
Wochinske Family Foundation	\$2,500.00	Recreation Scholarship Fund
Wal*Mart	\$200.00	Facility needs/programs
Woodside Senior Community	\$49.00	Senior Picnic
Pink Flamingos	\$500.00	Summer Carnival
Pink Flamingos	\$250.00	Recreation Scholarship Fund
Health Department ARPA Grant Funding	\$22,906.00	Chairs and Tables Community Center
Women's Club of De Pere	\$500.00	Facility needs/programs
Charles and Lavonne Scott	\$250.00	Bricks/Tiles
Luna Care	\$50.00	Facility needs/programs
Seroogy's	\$25.00	Facility needs/programs
Kiwanis Club of De Pere	\$500.00	Recreation Scholarship Fund
James and Mary Janssen Trust	\$13,297.30	Recreation Scholarship Fund
Candy Bar Bingos	\$292.00	Recreation Scholarship Fund
Seroogy's Fundraisers	\$1,272.05	Recreation Scholarship Fund
Total	\$61,041.35	

2024 MEMORIAL TREE/BENCH DONATIONS

NAME	AMOUNT	ITEM
Jess and Rebecca Frisch	\$ 1,820.00	Memorial Bench at Voyageur
William and Chelsea Kocken	\$ 1,900.00	Memorial Bench at James Street Parkway
James Meme	\$ 1,820.00	Memorial Bench
Jeff Scott	\$ 140.00	Memorial Tree at Voyageur
Patti Bemowski	\$ 1,800.00	Memorial Bench at Perkofski
Jennifer Classon	\$ 1,772.40	Donation of 12 trees
Cheryl Demeuse	\$ 1,800.00	Memorial Bench on Front Street
Haley Derrig	\$ 140.00	Memorial Tree at Voyageur
Chris Dorsch	\$ 1,820.00	Memorial Bench
Alex Vandeven	\$ 140.00	Memorial Tree at Voyageur
Ronette Cox	\$ 140.00	Memorial Tree at Bomier
Christopher Pfeiffer	\$ 1,800.00	Memorial Bench
Christopher Pfeiffer	\$ 1,800.00	Memorial Bench
Jim Johnson	\$ 140.00	Memorial Tree VFW/CC
James and Mary Janssen Trust	\$ 1,800.00	Memorial Bench
Jerry Tree Donations	\$ 300.00	Total 2024 donations
Total	\$ 19,132.40	



City of De Pere, Wisconsin

V.2

Request for Board of Park Commissioners **Action**

MEETING DATE: March 27, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Paula Rahn, Recreation Superintendent
SUBJECT: Staff Update on Kay Beer Distributing Co., Inc. being Individual
Sponsor of July 15, 2025 Beer Garden
RECOMMENDED Update only
ACTION:

ATTACHMENTS:

Staff Update Beer Gardens Kay Beer Distributing Co. 7.15.25

CITY OF DE PERE

Community Center

600 Grant Street, De Pere, WI 54115 | 920-339-4097 | www.de-pere.org



TO: Board of Park Commissioners

FROM: Paula Rahn, Recreation Superintendent

DATE: February 24, 2025

RE: Staff update on a \$750 donation from Kay Beer Distributing Co., Inc. for the July 15th Individual Sponsor of De Pere Beer Garden

Staff is updating the Board of Park Commissioner's on a \$750 donation from Kay Beer Distributing Co., Inc. to be an individual sponsorship of our July 15, 2025 Beer Garden event at the Nelson Pavilion in Voyageur Park. An individual sponsor would be listed in all social media posts and other electronic marketing specific to that event along with signage at the event.

Kay Beer Distributing Co., Inc. has been a wonderful partner over the years and has been our beer distributor since the inception of our beer gardens in 2019 and their first year sponsoring. We are extremely pleased to have Kay Distributor Co. serve as one of our individual sponsors this year and look forward to their partnership in helping make the Beer Gardens a tremendous success!

Donation Information:

From: Kay Beer Distributing Co., Inc.
c/o Chip Kolocheski, President
1881 Commerce Dr.
De Pere, WI 54115

To: De Pere Parks & Recreation Department

For: Individual Sponsorship for July 1 Beer Garden Event

Amount: \$750



City of De Pere, Wisconsin

V.3

Request for Board of Park Commissioners **Action**

MEETING DATE: March 27, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Paula Rahn, Recreation Superintendent
SUBJECT: Staff Update on Hurckman Mechanical Industries, Inc.being Individual
Event Sponsor of the July 1, 2025 Beer Garden
RECOMMENDED ACTION: Staff update

ATTACHMENTS:

Staff Update Beer Gardens Hurckman Mechanical Sponsorship

CITY OF DE PERE

Community Center

600 Grant Street, De Pere, WI 54115 | 920-339-4097 | www.de-pere.org



TO: Board of Park Commissioners
FROM: Paula Rahn, Recreation Superintendent
DATE: March 13, 2025
RE: Staff update on a \$750 donation from Hurckman Mechanical Industries, Inc. for the July 1st Individual Sponsor of De Pere Beer Garden

Staff is updating the Board of Park Commissioner's on a \$750 donation from Hurckman Mechanical Industries, Inc. to be an individual sponsor of our July 1, 2025 Beer Garden event at the Nelson Family Pavilion in Voyageur Park. An individual sponsor would be listed in all social media posts and other electronic marketing specific to that event along with signage at the event.

We are excited to have Hurckman Mechanical Industries, Inc. as a first-time sponsor for this great community event and look forward to their partnership in helping make the Beer Gardens a tremendous success!

Donation Information:

From: Hurckman Mechanical Industries, Inc.
c/o Liz Doxtator, Office Coordinator
164 N Broadway
Green Bay, WI 54303
To: De Pere Parks & Recreation Department
For: Individual Sponsorship for July 1, 2025 Beer Garden Event
Amount: \$750



City of De Pere, Wisconsin

V.4

Request for Board of Park Commissioners **Action**

MEETING DATE: March 27, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Cindy Lee
SUBJECT: Staff Update on \$500 Donation from De Pere Optimist Club for Summer Day Camp T-shirts
RECOMMENDED ACTION: Staff Update

ATTACHMENTS:
Memorandum DePere Optimist 2025

Memorandum

To: Board of Park Commissioners

From: Cindy Lee, Recreation Supervisor

Date: March 20, 2025

Re: Staff Update on \$500 Donation from De Pere Optimist Club

Staff is updating the Board of Park Commissioner's on a donation of \$500 from the De Pere Optimist Club. These funds go toward t-shirts for Summer Day Camp participants and staff.

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

This is the 17th year of support from the Optimist Club. We appreciate their support immensely!

Donor information:
De Pere Optimist Club
Treasurer: Peter Mickelson
PO Box 5082
De Pere, WI 54115



City of De Pere, Wisconsin

V.5

Request for Board of Park Commissioners **Action**

MEETING DATE: March 27, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Staff Update on the Ash Tree Replacement Grant from NEW Water
RECOMMENDED ACTION: Updated

ATTACHMENTS:
None