



Board of Park Commissioners

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Agenda

Thursday, November 20, 2014

6:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Board of Park Commissioners** of the City of De Pere will be held on **November 20, 2014** at **6:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115**.

I. Call to Order

1. Roll Call

II. Action Items

1. Approve Board of Park Commissioners Minutes 10-16-14
2. Recreation Scholarship Donation from The Buggy
3. Request to consider changing policy to allow leashed dogs on the East River Trail.
4. Approve rental request from Celebrate De Pere
5. Review and approve lease agreement between City of De Pere and Brown County Ice Management, Inc.
6. Approve Grant Application through DNR for Recreational Boating Facilities

III. Public Comment Period

IV. Future Agenda Items

V. Staff Updates

1. Major Project Time Line 2015
2. Zamboni Wrap

VI. Adjournment

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

Committee Members

Alderspersons

Mayor Michael J. Walsh

Larry Delo, City Administrator

Judy Schmidt-Lehman, City Attorney

Allyson Watson, Definitely De Pere

Marty Kosobucki

John Zegers, WDP High School District

De Pere Rapides Soccer

De Pere Youth Hockey

Tod Maki, De Pere Select Soccer

Shana Defnet, City Clerk

City Hall 1st and 2nd Floor

De Pere Area Chamber of Commerce

Brown County Library De Pere

TV & Radio Stations

Ben Villaruel, Unified School District

De Pere Baseball

The Celebrate Committee

Don Chilson

Wisconsin DNR

Niels Jensen

Paul (Doc) Mason

Notice is hereby given that a majority of the Members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject (s) over which they have decision making responsibility.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: November 20, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approve Board of Park Commissioners Minutes 10-16-14

ATTACHMENTS:

- Draft Minutes 10-16-14 (PDF)



Board of Park Commissioners

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Thursday, October 16, 2014

6:30 PM

De Pere City Hall Council Chambers

I. Call to Order

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

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

III. Action Items

1. Approve Board of Park Commissioners Minutes 9-18-14

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

2. Review and Approve 3rd Quarter Community Center Report

RESULT: ADOPTED [UNANIMOUS]
MOVER: Bill Volpano, Board Member
SECONDER: Rod Kowalczyk, Board Member
AYES: Schinkten, Volpano, Brown, Donovan, Kowalczyk, Lueck
EXCUSED: Lisa Rafferty

3. Aquatic Facility Evaluation

Marty Kosobucki presented the Aquatic Facility Evaluation. Marty took questions from the board in reference to the evaluation. There was much discussion on the subject. George Brown suggested the item be put on the agenda for next month which would give the board a longer period of time to review the packet more thoroughly. It was agreed upon by all members to take George Brown's suggestion.

4. Approve revisions to Recreation Scholarship application.

Marty Kosobucki reviewed the Recreation Scholarship Application with the board. There was discussion on the Recreation Scholarship Application.

Sue Schinkten made a motion to raise the amount of the Recreation Scholarship Application from \$50.00 to \$75.00 per individual, seconded by Mike Donovan. Motion passed.

George Brown made a motion in addition to what was passed for \$75.00 per individual there would be a family allotment of \$75.00 per person, per family seconded by Rod

Attachment: Draft Minutes 10-16-14 (2838 : Approve Board of Park Commissioners Minutes 10-16-14)

Kowalczyk. Motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	George Brown, Board Member
SECONDER:	Rod Kowalczyk, Board Member
AYES:	Schinkten, Volpano, Brown, Donovan, Kowalczyk, Lueck
EXCUSED:	Lisa Rafferty

IV. Public Comment Period

None

V. Future Agenda Items

Pool recommendations.

East River Trail and disallowing dogs on the trail.

Land being turned over to Park Board by the old Claude Allouez Bridge Site.

VI. Staff Updates

1. Braisher Park

The Braisher Playground is finished other than around the sidewalk area. The shelter is moving along but certain supplies did not come in which held up progress.

George Brown recommended we send a thank you to Humana for all the work they did.

2. Southwest Park

The project just closed and the diamond is not completed but useable for next year. The crusher dust will be put in the dug outs at a later date.

3. Budget

Marty Kosobucki handed out a summary to the board of the budget.

4. James Street Dock

Marty Kosobucki reported that Steve Seidl ran into a snag with the docks and may be asking the city for some funding.

5. Zamboni

Marty Kosobucki reported the agreement with the High School fell apart, however they still wanted to make the donation. He stated until the agreement is signed they cannot be part of the design on the Zamboni wrap.

VII. Adjournment

Sue Schinkten made a motion to close the meeting at 7:30, seconded by Bill Volpano.

Respectfully submitted,
Debbie Zierson

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: November 20, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Stephanie Schlag

SUBJECT: Recreation Scholarship Donation from The Buggy

The De Pere Parks, Recreation and Forestry Department recently received a donation of \$250.00 from The Buggy Softball Tournament Group to be used for the Recreation Scholarship Fund.

I am recommending the Board of Park Commissioners accept the donation of \$250.00 for the Recreation Scholarship Fund.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: November 20, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Request to consider changing policy to allow leashed dogs on the East River Trail.

I have received several communications from De Pere Resident Niels Jensen and his concern over letting dogs on the East River Trail.

The East River Trail spans approximately 8 miles through the communities of Bellevue, Allouez, De Pere, and Ledgeview. Of the approximate 8 miles of trail through all the communities, De Pere has about .7 miles of trail. The communities cooperate to keep rules and policies consistent for the users. I have reached out to the communities to obtain input from them and below is what was informed to me;

Allouez - They have recently reviewed their policy regarding dogs on the East River Trail and elected to keep the rules in place and not make any changes.

Bellevue - Dogs are allowed on the trail.

Ledgeview - Ordinance does not allow for dogs on the trails, however the Administrator stated that hasn't stopped users from bringing dogs on their trail.

Regarding De Pere, other than Mr. Jensen I am not aware of other complaints we have received about allowing dogs on the East River Trail.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: November 20, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approve rental request from Celebrate De Pere

Included in you information is a request from Celebrate De Pere to once again use Voyageur Park for the annual Celebrate De Pere Festival. The request outlines typical requests from the committee (ie. Dates and waiver), however also outlines a special consideration related to the boat docks for this coming year. The request would like to close the use of the boat docks on Sunday morning for the purpose of a youth fishing derby/tournament.

ATTACHMENTS:

- 2014 Donation Recipients (DOC)
- 2015 Letter to Parks Board (DOC)
- The Celebrate Contract (PDF)



The Celebrate Committee, Inc.

Organizers of

Celebrate De Pere

905 George Street #138

De Pere, WI 54115

www.celebratedepere.com

October 27, 2014

Board of Directors:

Brenda Gauger

President

920-336-9558

Cell: 920-366-3869

Carl Castelic

Vice President

920-227-3364

Gerard Ambrosius

Treasurer

920-336-7980

Cell: 920-362-7900

Kristina Ambrosius

Secretary

Cell: 920-883-9227

Mark Hubert

Member-at-Large

Cell: 920-713-1443

Dennis Koltz

Member-at-Large

Bob Tease

Member-at-Large

City of De Pere

Attn: Members of the City Council

335 S. Broadway

De Pere, WI 54115

Donation Recipient's from 2014 Proceeds

Breecher Family

Ben's Wish Project Fund

Freedom House Ministries

American Red Cross

Camp Daniel

Carry The Fallen

CASA of Brown County

Colton's Cure Foundation

City of De Pere - Dog Park

City of De Pere - Rec. Scholarship

Connect Inc. A Cancer Concierge

De Pere Kiwanis Club

De Pere VFW Post 2113

De Pere VFW Post 2113 Ladies Aux.

De Pere Historical Society

De Pere Christian Outreach

De Pere Community Center for Elderly

De Pere Rapides Youth Soccer Club

Bay Area Humane Society

Family & Childcare Resources of NEW

Howe Community Resource Center

Kress Library

LedgeFest Community Celebration

Legion Park Disc Golf Course Fund

Marine Corp. Reserve Association

Syble Hopp School

CP Center

EDP & WDP School Graduation Bashes

NWTC Criminal Justice Association

Globe University Legal Services

Green Bay Fusion (Team Shine)

NEW Community Shelter

Desert Veterans

OLOL School

Boy Scout Troop #1038

Old Glory Honor Flights

Electrical Union

East High Baseball

Families of Children with Cancer, Inc.

Unity Limited Partnership

United Way

Wings Over WI Marina Project

2014 Non Profit Organizations in Park

Desert Veterans

Hope Lutheran Church

The Lions Club of De Pere

DPHS Girls Softball

De Pere Wrestling Club

Tau Kappa Epsilon Fraternity

Brown County Tavern League

West De Pere Booster Club

Total Amount Raised from 2014 Festival: \$125,412.54



The Celebrate Committee, Inc.

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Celebrate De Pere

905 George Street #138 De Pere, WI 54115

www.celebratedepere.com

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Cell: 920-713-1443

Dennis Koltz

Member-at-Large

Bob Tease

Member-at-Large

City of De Pere

Attn: Parks Board of Directors

925 S. Sixth Street

De Pere, WI 54115

Dear Members of the Parks Board;

We, The Celebrate Committee, Inc., organizers of the Celebrate De Pere festival, request the use of Voyageur Park for the Celebrate De Pere 2015 festival.

We would need Voyageur Park on Thursday and Friday, May 21st, and May 22nd, for setup, May 23rd, 24th, & 25th, for the festival and Tuesday, May 26th, for cleanup.

We would honor the same terms and conditions as stipulated in past year's agreements and contracts. New for next year's festival, we would like to ask the Parks Board to consider establishing specific hours for the boat docks on Sunday morning during the children's fishing tournament. The fishing tournament hours are from 9:30AM until 11:30AM. This would give the kids more room to fish and they wouldn't be frustrated and losing fish because there are boats in the way and they can't get there fish pulled in. There were lots of unhappy, and disappointed children this past year.

We also would ask if the Park Board of Directors would again consider waiving the park fees for the 2015 event if we are awarded the use of Voyageur Park.

The Celebrate Committee, Inc. would again like to thank Marty Kosobucki, Don Melichar and the entire Park Staff along with Scott Thoresen and his staff for all their help during the past 2014 festival. The park and city staff is a pleasure to work with and their dedication has not gone unnoticed and their assistance is greatly appreciated! Also attached is a letter outlining the recipients and the total dollar amount raised from the 2014 Celebrate De Pere festival. If anyone has any questions, please contact any one of the Board of Directors listed at left.

Thanking you in advance for your consideration.

The Celebrate Committee, Inc.

Attachment: 2015 Letter to Parks Board (2798 : Approve rental request from Celebrate De Pere for Voyageur Park.)

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

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

Name: Celebrate De Pere Committee, Inc.

Authorized Representative: Carl Castelic, Vice President

Address: 905 George St., #138
De Pere, Wisconsin 54115
Phone: 920-362-7900

(hereinafter referred to as "Permittee").

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

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

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

Parking/Festival Activities

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

10:00 AM Wednesday, May 20, 2015 through 5:00 PM Tuesday, May 26, 2015.

1. City waives the permit fee for this event.
2. **Permittee agrees to file with the City Director of Parks, Recreation and Forestry on or before May 15, 2015, a certificate of insurance giving evidence of adequate and proper liability insurance-including products liability when dispensing or supplying any confections, food, liquors or other beverages. City shall be named as an additional insured thereunder for purposes of the activities taking place pursuant to this agreement.**

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

The certificate of insurance must contain the following provisions:

It is agreed that the insured shall indemnify and hold harmless the City of De Pere, its agents, officers, and employees, from any and all damage or

PARK USE AGREEMENT

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

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

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

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

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

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

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

PARK USE AGREEMENT

May 21 & 22, 2015 for set-up, May 23, 24 & 25, 2015 for the festival and
May 26, 2015 for clean-up.

B. The permittee shall be responsible for compliance with the following requirements:

1. Any amplified sound shall be maintained at a reasonable level to be determined by the size and nature of the event.
 2. An adult (18 years or older) will be available on-site during the event and will be responsible for monitoring/managing the event and associated activities.
 3. Officers will monitor the area and may stop and assess noise volumes and disruption of the neighborhood.
 4. The permit holder shall contact the Park Department at 339-4065 with any questions.
6. In allowing the above premises to be used as requested, the City does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of the above premises. Said rules shall be promulgated and enforced strictly by City. City, its agents and employees retain the right of ingress and egress to all above facilities and grounds when in performance of official duties and to ensure said premises is being used for the purposes stated.
 7. Permittee will provide adequate police protection to the satisfaction of the City on the grounds for the entire event and until all participants have left the premises. Permittee shall assume and pay the cost thereof for all security and emergency personnel. (SEE SUPPLEMENTALS ON PAGE 6, No. 7)
 8. Permittee will provide all promotion for their event and will provide City with contact person and phone number where all inquiries into the event may be referred. City's business phone numbers, addresses, and names may not be used in promotional materials as a source for additional information on the event.
 9. Permittee will be granted concession rights for their event and will be responsible for obtaining any and all permits necessary to do so. Permittee must provide its own supplies and make arrangements with its vendors to accept deliveries at the premises during the regular operating hours of 8:00 a.m. until 4:00 p.m. only. City, its agents, or employees will not accept, receive or sign receipts on Permittee's behalf when such supplies are delivered to the facility or premises.
 10. The permit fee set forth in paragraph 3 above entitles the permittee only to access the areas indicated above and during regular park hours only unless prior approval is obtained from the City. Permittee further agrees not to utilize or disturb City's equipment, displays, fixtures, furnishings, or other materials not specifically identified in this permit. It is expressly understood that the De Pere Ice and Recreation Center is privately

PARK USE AGREEMENT

operated and that Permittee shall not utilize or permit to utilize the Ice and Recreation Center for parking or other uses during the term of this permit.

11. Permittee may restrict public access to the park, the Fox River and boat landing during the agreed upon hours that the park is reserved as per the permit hours on page 1.
12. City will provide utilities including heating for ordinary purposes when applicable.
13. Permittee will provide **AS NEEDED** employees for parking and traffic control. Parking will be permitted only in areas designated by City. Permittee will be responsible for keeping emergency lanes open at all times.
14. City must approve alterations to all grounds and facilities prior to Permittee's event. Permittee will not be allowed to dig into any grounds, track, roadways, etc. and will return all premises to their original condition prior to the expiration of this permit. All utility modifications, alterations, connections, and hookups will be in strict accordance with State and local codes. Alterations requiring City's approval include, but are not limited to, electrical wiring track modifications, stakes, fencing, poles, roadway closures, building partitions, etc.
15. Permittee is responsible for maintaining premises in a clean, safe, and sanitary condition during their event. Permittee will maintain an appropriate number of trash containers and arrange for disposal of all waste materials. Any materials and personal property or items of any nature whatsoever remaining on the premises after the duration of this permit shall be considered to be intended for discarding and/or other disposal by City. Permittee waives any and all rights or interests if may have in such property. All grounds, facilities, and fixtures shall be restored to their original condition and to the satisfaction of the City, reasonable wear and tear expected. Permittee will be charged and agrees to pay City **\$500.00 (Five Hundred Dollars)** per day for each day beyond the permit agreement in which the said premises are not fully cleaned and restored. Permittee further agrees to pay all costs incurred by the City in restoration of the premises due to Permittee's failure to do so on or before the 1st day of June, 2014. Permittee is solely responsible for making all arrangements for cleanup and restoration of the premises during the duration of this permit.
(SEE SUPPLEMENTALS, PAGE 6, No. 4)
16. In the event that the premises or any portion thereof used during the term of this permit shall be damaged by the act of default or negligence of the Permittee, or of the Permittee's agents, employees, patrons, guests, or any other person admitted to said premises by Permittee, Permittee will pay to the City upon demand such sums as shall be necessary to restore said premises to their present condition.

PARK USE AGREEMENT

17. The Permittee agrees to use the premises for not other use than that specified herein. The Permittee shall not assign this permit or any part thereof without written consent of City. In the event consent is granted to assign, the Permittee shall not permit any assignee or to engage in conduct prohibited to the Permittee by the terms of this agreement.
18. Permittee will notify City in writing no later than thirty (30) days prior to their scheduled event of any cancellation. When City receives written notice, this permit will become null and void, and the City will retain twenty percent (20%) of all rental fees. City will also be entitled to deduct and retain any costs incurred as a result of Permittee's actions. City retains the right to cancel any event in the interest of public safety, health, or welfare and/or upon the Permittee's failure to uphold the terms of this agreement. No refund will be issued to the Permittee in the event of cancellation due to the Permittee's failure to comply with the terms of this permit.
19. Riverwalk: The Park Use Agreement allows The Celebrate Committee Inc. to close access to the Riverwalk during the same hours that the park is closed to the public due to safety and insurance reasons during set-up. Access to the Riverwalk will be granted only during the public and posted hours of the Festival only and only to patrons who have paid the proper entrance fee. The City of De Pere will be responsible for insurance for this area and will list The Celebrate Committee Inc. on the policy covering this area. The City of De Pere is responsible for any cleaning of the Riverwalk (to include any area on the other side of the Riverwalk Scissors Bridge and including the bridge itself) throughout the weekend and after the Event. The Celebrate Committee Inc. is allowed to post these restrictions in the park up to and during the park closure period and to publish public press released prior to the event to publicize the restricted access to these areas.

Access to the Riverwalk will be closed starting at 10 pm on May 20 and not reopen until 12:30 pm on Saturday, May 23th. On Saturday, May 23 and Sunday, May 24 the Police Department shall conduct a sweep of the Island and then raise the bridge 11:00 pm, thus closing the facility for the evening. The bridge shall then be lowered the next day in time for opening of the festival morning.
20. During the Park Closure date listed on page 1, The Celebrate Committee Inc may limit access to the Park Grounds. During that time frame public access to Voyageur Park will be controlled as per the requirements of the Insurance policy provided by the Celebrate Committee Inc. Safety considerations require that public access to Voyageur Park (including all fishing areas, playground, walking trails and dock access) will be limited to festival hours of operation (noted in paragraph 5).
21. The Park permit does not include the Brown County Trail system just to the East of the park grounds, but proper signage and crowd control may be necessary in this area. The Celebrate Committee Inc. is responsible for working with Brown County on any needs in this area during the event.

PARK USE AGREEMENT

Dated this _____ day of _____, 2014

CITY OF DE PERE

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

BY:  _____
PERMITEE

PARK USE AGREEMENT

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

SUPPLEMENTALS: (A)

1. Event attendees may be required to park off-site. If required, it will be so noted as **Required / Not Required** (circle one). Permittee will secure a site for approximately # vehicles to park on-site or provide shuttle transportation to and from the Fairgrounds. The lower boat launch must remain open to the public at all times during your event. It will be the Lessee's responsibility to provide clean up and security at the off-site parking area. The parking process will be noted on all printed items-posters, mailers, tickets, etc. to inform the public prior to the event.
2. Vendors and scheduled worker with appropriate permits or passes will be allowed to park on the premises.
3. If for any reason any event attendee's vehicles (other than vendors and event staff workers) are permitted to park on the Fairgrounds property, a \$ /car/day event parking fee will be collected at the gate by the Permittee. If parking fees are collected, they will be accounted for and maybe paid (0 %) to the City upon the conclusion of each day's events.
4. Permittee will provide a cleaning crew to keep the grounds cleaned throughout the duration of the event. Permittee will provide all cleaning supplies for the entire event. Permittee will provide dumpsters at their costs for the disposal of all event waste. Permittee will also arrange with waste removal company at their cost for disposal of cooking grease after event.
5. Permittee will inform all Vendors that they are not to discard cooking grease on the park grounds, drains or on any grass areas cooking grease will be disposed of properly off-site (see # 4 above). Permittee is responsible to ensure all food vendors comply with all local requirements, including obtaining all permits necessary to operate.
6. Permittee estimates an attendance of approximately 10,000 persons each day.
7. Permittee will be responsible to provide adequate security at all times throughout the event. Permittee will contract with the De Pere Police Department to determine the number of law enforcement or private security personnel necessary to manage the event.
8. Permittee will inform all Vendors of the NO GLASS BEVERAGE BOTTLES policy on the premises. Glass bottled beverages are not allowed to be sold on the premises.

PARK USE AGREEMENT

SUPPLEMENTALS: (B)

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

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

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

PARK USE AGREEMENT

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

SUPPLEMENTALS: (C)

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

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

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: November 20, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Review and approve lease agreement between City of De Pere and Brown County Ice Management, Inc.

We have received a request from Brown County Ice Management to extend the current lease to operate the Ice Arena for an additional 3 years. I have reached out to the user groups for comment and will provide that information at the meeting.

ATTACHMENTS:

- LEASE AGREEMENT (PDF)
- LEASE PAPERWORK (PDF)



October 7, 2014

Marty Kosobucki, Director of
Parks, Recreation & Forestry
City of De Pere
335 S. Broadway
De Pere, WI 54115

RE: Lease Agreement between City of De Pere and Brown County Ice Management, Inc.

Dear Marty:

At our recent Brown County Ice Management board meeting we discussed the De Pere Ice Center operations. The Board is happy with the relationships developed at the rink and the users' acceptance of Brown County Ice Management's efforts to raise the standard of the facility with the assistance of the City.

As a result, Brown County Ice Management would like to extend the initial term of the Lease for three (3) more years. In other words, we would like the initial term to end on June 1, 2020, with the same five-year option after that.

We are requesting this as we continue to make long-term plans for the rink. In addition to long-term staffing and improvement, developing the users for the facility is a process that starts with children learning to skate at ages 5 and up. The pipeline takes time to develop and is a process that must continue over years.

I have reviewed the existing Lease and we would not request any modifications other than the term and the deletion of section 6.05 (regarding re-keying of the locks on June 2, 2012).

If you and the City Attorney agree, the officers of Brown County Ice Management are the same as shown on the 2012 lease, and we would be very happy to extend our working relationship.

Respectfully,



RICHARD E. NELL

/dv

Copies to: Judith Schmidt-Lehman, City Attorney
Donald Chilson
Alan Hicks

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:

Don Chilton, Manager

Name:

Title:

Name:

Title:

CITY OF DE PERE

By:

Michael J. Walsh
Michael J. Walsh, Mayor

Shana Defnet

Shana L. Defnet, Clerk-Treasurer

<https://training.fema.gov/emiweb/is/examnotice.asp?eid=is100b>

**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
- (c) 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 resurfacers.
- 4.03 The Lessee shall keep record of maintenance of all HVAC, refrigeration system, dehumidification system and ice resurfacers.
- 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

- g. Coverage for Independent Contractors
- h. Care, Custody and Control coverages for City-owned materials at the worksite
- i. Endorsement naming the City of De Pere, its employees, agents and assigns as Additional Insureds as respects work performed by the Contractor/Subcontractor for the City/Owner.

(2) Limits of Liability

Body Injury/Property Damage Combined Single Limits:

Per Occurrence \$2,000,000

Products/Completed

Operations Aggregate \$2,000,000

Personal Injury/

Advertising Injury \$2,000,000

Medical Payments Limits \$10,000,000

General Aggregate \$2,000,000

(b) Automobile Liability

(1) Coverages must include the following extensions:

Comprehensive Form

- a. All Owned Autos
- b. All Hired Autos
- c. All Non-Owned Autos
- d. Mobile Equipment
- e. Specialized Equipment
- f. Contractual Liability
- g. Uninsured Motorists to Limit of Policy
- h. Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(2) Limits of Liability

Combined Single Limit/Bodily Injury and Property Damage:

\$2,000,000 per person/per accident

Uninsured Motorists:

\$25,000 per person

\$50,000 per person

(c) Worker's Compensation and Employers' Liability Insurance

(1) Limits of Liability

Worker's Compensation \$500,000 per employee or per disease

Employer's Liability \$1,000,000

(d) Professional Liability (Errors and Omissions) \$2,000,000

These amounts are subject to revision from time to time as the City may request or require.

- 8.02 City shall maintain its own general liability insurance policy for all exterior surfaces, including land, parking lots, walkways and storage areas, which shall provide coverage for the acts of its officials, employees, agents and invitees. The City shall

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.

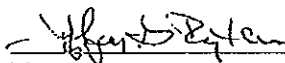
14. ENTIRE AGREEMENT

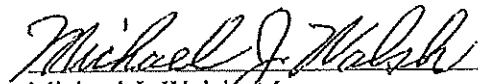
14.01 This Agreement constitutes the entire Agreement between the parties.

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:

CITY OF DE PERE
By:


Name: JEFFREY S. RYTHUR
Title: Secretary


Michael J. Walsh, Mayor


Name: ALAN C. HICKS
Title: VICE PRESIDENT


Charlene M. Peterson, Clerk-Treasurer

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City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: November 20, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Stephanie Schlag

SUBJECT: Approve Grant Application through DNR for Recreational Boating Facilities

The Wisconsin Department of Natural Resources offers a grant of up to \$5,000 for Recreational Boating Facilities for projects under \$10,000. We would like to pursue this grant as Phase 2 of the Voyageur Dock Renovation. Prior to submitting for the grant, we need approval from both the Board of Park Commissioners and the City Council.

Staff Recommendation: Approve grant application and forward to City Council.
Attached is the Boating and Fishing State and Federal Grant Application

ATTACHMENTS:

- Boating and Fishing State and Federal Grant Application (PDF)

State of Wisconsin
Department of Natural Resources
dnr.wi.gov

Boating and Fishing State and Federal Grant Application

Form 8700-343 (R 3/14)

Page 1 of 7

Notice: This form is authorized under s. 30.92, Wis. Stats. and 50 C.F.R. 80 Code of Federal Regulations. You must complete this form in order to apply for or receive financial assistance from the Wisconsin Department of Natural Resources. Failure to complete this form will result in denial of financial assistance. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Laws [ss. 19.31-19.39 Wis. Stats.]

1. Complete the suggested resolution in Section 10 or submit a resolution conforming to the appropriate section of ch. NR 7, Wis. Adm. Code.
2. Have you contacted your regional Community Services Specialist(CSS)? ☐ Yes ☐ No
If you answered No **STOP** and contact your CSS.
3. Submit two copies of all forms and attachments to your regional Community Services Specialist. See Section 8 for checklist of required attachments.

Date Approved	
Leave Blank - DNR Use	
Date Received	Project Number(s)

Notice to Applicant. If you are applying for a federal grant you will need a DUNS Number:

D&B D-U-N-S Request Service

DUNS Number

Section 1: Grant Programs

- ☒ **Recreational Boating Facilities (RBF) - Type of Project:**
- ☒ Development Project
 - ☐ Aids to Navigation & Regulatory Markers
 - ☐ Weed Harvesting Equipment
 - ☐ Channel Dredging
 - ☐ Trash Skimmer
- ☐ **Clean Vessel Act (CVA) - Type of Project:**
- ☐ Construction, renovation, operation and maintenance of pump out or dump stations and/or lift stations
 - ☐ Education/Information
- ☐ **Sport Fish Restoration (SFR) - Type of Project:**
- ☐ Recreational Boating Access
 - ☐ Fishing Pier or Flat
 - ☐ Non-motorized launch, canoe, kayak or raft
 - ☐ Feasibility Study
- ☐ **Boating Infrastructure Grant (BIG)**

Section 2: Applicant Information

Applicant/Organization Name <u>City of De Pere</u>		Address <u>925 S. Sixth St.</u>	
Individual Authorized to Act on Behalf of Applicant per Resolution <u>Marty Kosobucki</u>	City <u>De Pere</u>	State <u>WI</u>	ZIP Code <u>54115</u>
Title <u>Director</u>	County <u>Brown</u>		
Phone Number (include area code) <u>920-339-8358</u>	E-mail Address <u>mkosobucki@mail.de-pere.org</u>		
Cell Phone Number. (include area code) <u>920-639-1015</u>	Mail Check to (if different from applicant)		
FAX Number (include area code)	Organization		

Section 3: General Project Information

Project Title Voyageur Dock Renovation - Phase II

Project Location:

County <u>Brown</u>	Township <u>N</u>	Range ☐ E ☐ W	Section <u>14</u>	$\frac{1}{4}$	$\frac{1}{4}$	GPS Coordinates (Latitude/Longitude)
Waterbody Name <u>Fox River</u>			Acres (DNR will fill in)			

Do you have the necessary permits for your project? ☒ Yes ☐ No

In order to qualify for funding you must submit the necessary permits.

Boating and Fishing State and Federal Grant Application

Form 8700-343 (R 3/14)

Page 2 of 7

Section 4: Financial Information

Leave Blank – DNR Use Only

Total Project Cost		Total Project Cost		%
Source of Matching Funds				%
Applicant Share (Includes local budget, force acct., etc.)		Applicant Share		%
Other State funds/grants Specify:		Other State Funds/Grants		%
Other Federal funds/grants Specify:		Other Federal Funds/Grants		%
Other (Donations, etc.) Specify:		Other		%
Grant Request		Grant Awarded		%

Section 5: Required Project Information

Property Owner Name (if other than applicant) _____	Phone Number (include area code) _____		
Address _____	City _____	State _____	ZIP Code _____

☒ Public Entity ☐ Private Entity ☐ Lease or Easement Expiration Date: _____

Who will be responsible to build/operate/maintain the project for at least 20 years? City of DePere

Is this project new construction or a renovation of an existing facility? ☐ New ☒ Renovation	Number of vehicle/trailer parking spaces currently at the location: _____	How many vehicle/trailer parking spaces are you planning to add? _____
For an inland lake project, what is the total number of vehicle/trail parking spaces currently on the proposed waterbody at public facilities? _____	Will your project have single vehicle parking spaces? ☐ Yes ☐ No	If yes, how many? _____
For a Great Lake or river project, what is the distance to the nearest existing public access site? <u>.5 mi</u>	Does your project location have any designated disabled parking space(s)? ☒ Yes ☐ No	If yes, how many? _____
Is your project (boat launch, boarding dock, pier, restrooms, etc.) accessible to people with disabilities? ☒ Yes ☐ No	If no, are there any other locations on the waterbody accessible to people with disabilities? ☐ Yes ☐ No	If yes, where is the location? _____
Does your project develop an access facility on an inland lake or river where no public access exists? ☐ Yes ☒ No		
Is your project associated with a harbor of refuge or protected launch (structures such as bulkheads and breakwaters necessary to provide safe water conditions) ref. NR 7.03(14) ☐ Yes ☒ No	If yes, explain. _____	
Will your project correct a significant health or safety hazard <u>NOT</u> due to inadequate routine maintenance? ☐ Yes ☒ No	If yes, explain. _____	
Is this project required to fulfill a compliance order or court ruling? ☐ Yes ☒ No If yes, include a copy with key provisions highlighted.		

Describe the geography of the current site. Include physical characteristics, topography, vegetation cover type, presence of any waterways/wetlands, current land use and zoning classification, etc.

Area is currently active use parkland.

☐ Check here if the applicant conducts a boating safety enforcement and education program approved by the Department of Natural Resources

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Existing launch facilities:Do you charge a launch fee? ☐ Yes ☒ No If yes, how much? _____ If no, contact your CSS.**New launch facilities:**Will you charge a launch fee? ☐ Yes ☐ No If yes, how much? _____Do you have a budget for maintenance? ☐ Yes ☐ No

Have any of the following reviews been completed for the property? If yes, explain and/or provide a copy of the review

Rare Species ☐ Yes ☒ NoPhase I Environmental Site Assessment ☐ Yes ☒ NoArchaeological and Historical ☐ Yes ☒ No

What is the state of readiness of your project?

☐ Project has final engineering plans suitable for construction or construction bidding or project does not require further planning or design for construction to begin.☐ Project has preliminary site plans but additional engineering or design work are necessary before construction can begin.

Are there any known controversies/complications with the proposed project? Are there any measures proposed to address the controversies/complications? Please identify any known.

*None***Required Information For: Recreational Boating Funding (RBF & SFR)****Development (RBF and SFR grants):** You must submit a statement of feasibility. (See Section 7 of this form.) Include all required attachments listed in Section 8 Checklist.**Channel Dredging (RBF and SFR grants):** You must submit a statement of feasibility. (See Section 7 of this form.) Include all required attachments listed in Section 8 Checklist.**Navigational or Regulatory Markers/Buoys - new or replacement (RBF grants):** Summarize the number and type of markers. Attach a copy of your approved waterway placement permit indicating buoys or markers requested. Include all required attachments listed in Section 8 Checklist.**Feasibility Study (SFR grants):** You must submit a statement of feasibility. (See Section 7 of this form.) Include all required attachments listed in Section 8 Checklist.**Purchase of Equipment - weed harvester, trailer, barge, conveyor, trash skimmer (RBF grants):** List the types of equipment, if new equipment will replace existing equipment, and specify how each type of equipment will be used and maintained. For weed harvester equipment, include proof you have an approved weed harvesting management plan. Include all required attachments listed in Section 8 Checklist.

If this equipment is a replacement, when was the equipment that is being replaced purchased?

Was it purchased with the aid of a state grant? ☐ Yes ☐ No If yes, list the type of grant and year awarded.

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Required Information For: Shore Fishing Piers and Flats Funding (SFR)

Is your project the first shore fishing facility on the waterbody or the first facility more than five miles from the next facility on a river, Great Lake or large lake with greater than five miles of shore? ☐ Yes ☐ No

Does the site have adequate parking for shore fishing activities? ☐ Yes ☐ No

If yes, please list the number parking spaces. Describe where the parking spaces are located, whether in a designated parking lot (gravel or paved), or on-street parking, and the distance from the fishing area.

Is the project location near a local community center, a cluster of housing, or in a campground area? ☐ Yes ☐ No

Required Information For: Clean Vessel Act (CVA) Funding

You must submit a feasibility statement. See Section 7 of this form. Describe the need, size of the facility, demand, and recreational use. Specify if the grant request is for construction, renovation, operation and/or maintenance of pump-out and dump stations. Include all the required attachments listed in Section 8 Checklist. Please use a separate sheet of paper.

List the type of equipment that will be purchased, and specify how each piece of equipment will be used and maintained.

How many boat slips are there and what size of vessels use the marina?

Approximately how many vessels will use the pump out facilities?

Where is the project location in relation to other pump out facilities/marinas?

What type of educational/informational materials do you need?

Required Information For: Boating Infrastructure Grants (BIG) Funding

These questions will be used to determine if your proposed project may qualify for a BIG grant.

Are estimated project costs over \$100,000?

☐ Yes ☐ No

If yes, give an estimate:

Is a significant portion of your proposed project devoted to the development and maintenance of boating infrastructure facilities for transient, non-trailerable recreational vessels at least 26 feet long? ☐ Yes ☐ No

Transient means passing through or by a place staying up to ten days.

Do you have an established timeline for the project?

☐ Yes ☐ No

If yes, please let us know.

Do you have partners? ☐ Yes ☐ No

If yes, who?

Are there any current regulations or guidelines (DNR, COE, USFWS, or adjoining states), that could impact or stop your proposed project? ☐ Yes ☐ No

If yes, explain. (Example: Rules governing a National Scenic River.)

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Section 6: Project Description & Proposed Timeframe

Use language that an evaluator unfamiliar with your project will understand. If the project will be completed in phases, please list specific work activities that will be undertaken during each phase.

Phase I of this project occurred in February 2014. Phase II will be slated to occur in the winter/spring of 2015.

Section 7: Project Feasibility Statement

Describe, justify and state the project objectives to include economic, environmental and engineering aspects (who, what, where, when and why). Include dimensions of the property and proposed facilities.

Section 8: Checklist For Projects

RBF	SFR	CVA	
☐	☐	☐	Project resolution by grant applicant authorizing participation (See Section 10 sample resolution)
☐	☐	☐	Statement of project's feasibility Section 7.
☐	☐	☐	Cost estimate worksheet – Form 8700-014 (estimated costs to meet the project objectives)
☐	☐	☐	Project location clearly marked on a map
☐	☐	☐	Project area footprint (site plan detailed on a map)
☐	☐	☐	Topographical map of project location
☐	☐		Illustration (drawings/photos) of project area in its current condition. Include existing boat launch, dock, restrooms, etc.
☐	☐		Drawings of the proposed project including buildings, parking lots, ramps, piers, etc.
☐	☐		Plans for launch ramps that show percentage of ramp slope, the water depth at the end of the ramp, and the width of the existing or proposed boarding dock or pier
☐	☐		Preliminary engineering plans for channel dredging
☐	☐	☐	Estimated construction timeline, including schedule of development phases Section 6 Project Descriptions and Proposed Timelines.
☐	☐	☐	Draft easement or lease document (if development project is on land not owned by applicant)
☐	☐	☐	Copy of required permits

Checklist for weed harvesting and trash skimmer equipment

☐			Project resolution by Grant Sponsor authorizing participation (See Section 10 sample resolution)
☐			Cost estimate worksheet – Form 8700-014 (estimated costs to meet the project objectives)
☐			Copy of proof of approved weed harvesting management plan (weed harvesting equipment only)

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RBF	SFR	CVA	
Checklist for Navigational or Regulatory Markers			
☐			Copy of permit (navigational or regulatory markers)
☐			A copy of the conservation warden permit showing where the buoys will be placed
☐			Information to include the name(s) of the water body, the number and description of the markers
☐			Grant Payment Request
☐			Grant Payment Worksheet
☐			Copies of all invoices or receipts
☐			Proof of Payment (either copies of the front and back of the cancelled checks, or bank statements showing the payments have been made)

Section 9: Certification

I certify that information in this application, and all its attachments, is true and correct and in conformity with applicable Wisconsin Statutes.

Name of Authorized Representative (<i>Type or Print</i>)	Title	
Signature of Authorized Representative	Date Signed	

Submit two copies of all forms and attachments to your regional Community Services Specialist.

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Section 10: Sample Resolution

WHEREAS, _____ hereby requests assistance for the purpose of:

Project description _____

THEREFORE, BE IT RESOLVED, that _____ has budgeted a sum sufficient to complete the study or project, and HEREBY AUTHORIZES _____,

_____, to act on behalf of _____ to:

Submit an application to the Department of Natural Resources for financial assistance;

Sign documents; and

Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that _____ will comply with state and federal rules for the

programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain approval from the Wisconsin Department of Natural Resources before any change is made in the use of the project site (if applicable).

Adopted this _____ day of _____, 20____.

I hereby certify that the foregoing resolution was duly adopted by _____ at a legal meeting on the _____ day of _____, 20____.

Authorized Signature _____

Title _____

NOTE: For acquisition projects, complete the Acquisition Project Cost Estimate Section

Recreation Grant Project Cost Estimate Worksheet

Form 8700-014 (R 07/14)

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For use with Recreation Grant Application Forms

ACQUISITION PROJECT COST ESTIMATE:

NOTE: If project includes more than two parcels, attach additional information.

	Parcel 1	Parcel 2	Total
1. Parcel Owner			
2. Number of Acres being Purchased			
3. Grant Eligible Acres			
4. Option Expiration Date			
5. Option Amount	\$	\$	\$
6. Appraised Value : Land	\$	\$	\$
Improvements	\$	\$	\$
7. Subtotal	\$	\$	\$
8. Estimated Other Eligible Acquisition Costs Total	\$	\$	\$
List costs included in above:	\$	\$	
	\$	\$	
	\$	\$	
9. Grand Total Project Costs: (Add Lines 7 & 8)			

DEVELOPMENT PROJECT ITEMS LISTING:

NOTE: This list is intended as a guideline and is not a complete list.

SERVICES

Pre-approval Engineering
Post-approval Engineering
Supervision
Feasibility Studies
Planning
Administration

BOATING AREA

Ramp Apron
Launch Ramp
Bulkhead/Seawall
Riprap
Security Lighting

CAMPSITES

Tables
Grills/Fire Rings
Camp Pads (Gravel, Asphalt)
Refuse Containers

EQUIPMENT

Benches
Trash Receptacles
Other (identify)

FISHING AREA

Fishing Pier
Bank Stabilization
Riprap
Bank Fishing Site

LANDSCAPING

Tree/Shrub Planting
Sodding/Grass Seed
Mulch/Fertilizer
Retaining Walls

OTHER/MISCELLANEOUS

Specify

PARKING

Gravel/Paving
Curbs/Bumper blocks
Striping

PICNIC AREA

Tables/Grills
Trash Receptacles
Shelters
General Construction
Electrical/Water Service

PLAY AREA

Play Equipment
Equipment Installation
Surfacing Material

ROADS

Gravel Base/Paving
Curb and Gutter

SIGNING

Signs
Posts/Hardware
Installation
Walkways/Trails
Interpretive/Informational
Parking

SITE PREPARATION

Cleaning/Grubbing
Rough Grading/Fine Grading
Fill/Top Soil
Building Demolition
Drainage Structures
Storm Sewers

SPORT COURTS

Tennis
Sand Lift
Gravel/Paving
Fencing

Color Coating

Lighting
Volleyball
Basketball
Hockey Rinks
Sand/Gravel Base
Dasher Boards
Lighting
Water Hydrant
Multipurpose Courts
SPORTS FIELDS-should include
specific items as shown under
Softball.

Softball

Infield Mix
Backstop/Fencing
Grass Seeding/Sodding
Player Enclosures
Bleachers with Pads
Lighting
Sprinkling Sys/Drainage Tile

Soccer/Football

Baseball
Skating Rinks
Multipurpose Game Fields
Sledding/Toboggan Hills

SWIMMING AREA

Beach
Dredging
Sand Blanket
Raft/Pier
Guard Towers
Buoys & Ropers
Bathhouse

Swimming/Wading Pool

Pool Tank
Filtration Equipment
Fencing
Pool Equipment

TOILETS

Flush Toilets
General Construction
Plumbing
Electrical
Sewer/Water Laterals
Vault Toilets

TRAILS

Clearing
Surfacing
Overview Structures
Boardwalks
Culverts
Bridges
Grading

UNDERGROUND ELECTRIC

Trenching
Junction Boxes
Conduit
Transformers

WALKWAYS

Fill
Gravel
Paving
Culverts
Bridges
Curb Cuts

WATER SYSTEMS

Well
Pump
Distribution
Fountains
Spigots/Hose Bibs

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: November 20, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Major Project Time Line 2015

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: November 20, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Zamboni Wrap
