



Board of Park Commissioners

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Agenda

Thursday, November 18, 2021

6:30 PM

Council Chambers and Virtual

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 18, 2021** at **6:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET, DE PERE.**

The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Electronic or telephonic 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 Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at <http://deperecitywi.igmp2.com/>.

I. Call to Order

1. Roll Call

II. Public Comment Period

III. Items

1. Consideration and Possible Action to Approve Board of Park Commissioners Minutes from the October 21, 2021 Meeting.
2. Consideration and Possible Action to Approve Select Soccer Request for the President Cup to be held at Southwest Park in 2024.
3. Consideration and Possible Action to Approve Sale of Logs from City Tree Removals to Urban Evolutions.*
4. Consideration and Possible Action On Allocation of Beer Garden Revenue.*
5. Consideration and Approval of Revisions to Carrico Aquatic Agreement.
6. Consideration and Possible Action to Approve Raincheck Policy for Swimming Pools.
7. Consideration and Possible Action to Approve Pool Policy to Allow Children 8 Years Old And Under with a Guardian 16 Years Old or Older.
8. Consideration and Possible Action to Approve Repairs for Legion Pool in the amount of \$17,900.*

IV. Staff Updates

1. Staff Update for 2022 Beer Gardens.
2. Staff Update on Status of Wilson Park and St. Norbert College.

V. Future Agenda Items

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.

Board Members
Alderspersons
Mayor James Boyd
Larry Delo, City Administrator
Judy Schmidt-Lehman, City Attorney
Marty Kosobucki
Carey Danen, City Clerk
City Hall 1st and 2nd Floor
Ben Villaruel, De Pere School District
Dennis Krueger, WDP School District
Derek Rhodes, Select Soccer
Matt Carrico, Carrico Aquatic Resources

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
De Pere Girls Softball
Christopher Soquet, Teen Advisor
Hundamo Lovell, Teen Advisor
Urban Evolutions

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



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: November 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Grace Lahtela

SUBJECT: Consideration and Possible Action to Approve Board of Park Commissioners Minutes from the October 21, 2021 Meeting.

ATTACHMENTS:

- Draft Minutes 10-21-21 (PDF)



Board of Park Commissioners

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Draft Minutes

Thursday, October 21, 2021

6:30 PM

Council Chambers and Virtual

I. Call to Order

The meeting was called to order at 6:35 PM by Board Member Randy Soquet

Attendee Name	Title	Status	Arrived
Melissa Thiel Collar	Board Member	Present	
Ryan Jennings	Board Member	Present	
Jim Kneiszel	Board Member	Present	
Amy Chandik Kunding	Aldersperson	Present	
Shana Defnet Ledvina	Aldersperson	Present	
Dean Raasch	Aldersperson	Excused	
Randy Soquet	Board Member	Present	
Hundamo Lovell	Teen Advisor	Present	
Christopher Soquet	Teen Advisor	Present	

Others present:

Marty Kosobucki, Director of Parks, Recreation and Forestry

James Boyd, Mayor

II. Public Comment Period

None

III. Items

1. Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from the September 16, 2021 Meeting.

Aldersperson Defnet Ledvina moved to approve the Board of Park Commissioners minutes from September 16, 2021, seconded by Aldersperson Chandik Kunding. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Aldersperson
SECONDER:	Amy Chandik Kunding, Aldersperson
AYES:	Thiel Collar, Jennings, Kneiszel, Kunding, Defnet Ledvina, Soquet
EXCUSED:	Dean Raasch

2. Consideration and Possible Action on Request from St. Norbert College to Acquire Wilson Park Property.*

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that a request from St. Norbert College has been submitted to acquire Wilson Park. Wilson Park is in the downtown area on the west side and was thought to be the first park for the city. After further review the legal department determined that Wells Park was dedicated park land prior to Wilson Park. Wilson Park is a small mini park with green space, a swing set, memorial bench and a memorial tree. Normally, the park department would never be in favor of relinquishing park property, but as the demographics of the area around the park have changed, staff doesn't have issues to part ways with the park if the funds received were returned to the park system. There would need to be accommodations for

the memorial tree and bench that are located in the park. If the Park Board is in favor of parting ways with Wilson Park, the recommendation would go to council to negotiate with St. Norbert College to acquire the park.

Aldersperson Chandik Kunding moved to open the meeting at 6:40 pm, seconded by Ryan Jennings. Upon vote, the motion passed unanimously.

Dave Nalepka, Director of Risk and Property Management at St. Norbert College stated the college expressed interest to the city in acquiring the property. Recommendations were made for the college to submit a letter to the park board of their interest, which is included along with proposed site drawings. Mr. Nalepka explained that the college master plan shows a significant need to improve the junior and senior housing options at the college and Wilson Park would be a perfect option. The proposed housing option would have 10 rooms, with 2 students per room.

Aldersperson Defnet-Ledvina questioned if the college intends to purchase the properties on Jacobs Court and if the owners are aware of the interest of the college to purchase Wilson Park. Mr. Nalepka stated that the college has attempted to purchase the Jacobs Court properties, but could not come to an agreement with the owner.

Aldersperson Chandik Kunding stated she will abstain from voting as she is an employee of the college but expressed the importance of quality housing option to attract incoming students.

Jim Kneiszel moved to close the meeting to public comment at 6:49 pm, seconded by Aldersperson Chandik Kunding. Upon vote, the motion was approved.

Discussion followed.

Aldersperson Chandik Kunding commented that she wouldn't think of getting rid of Wilson Park for any other reason. It is such a small piece of property and there is a lot of green space within the college that residents can utilize.

Randy Soquet stated that it is a very small parcel and the college almost completely surrounds the property. With the demographics changing, it makes sense to offer to sell it to St. Norbert.

Jim Kneiszel stated that he has a different perspective on the property. It appears that this park is the only publicly held green space, on the west side, between the railroad tracks and the river. There is a lot being done on the east side and now we are looking at taking away a park on the west side. Mr. Kneiszel said it is the cities responsibility to promote usage at the park. He could see this park being used as a conduit to the student at the college. The city will not be acquiring any additional green space on the west side and feels it is not a good idea to relinquish ownership of any public space. Although demographics have changed in the area, there are still families in the area. However, if council decides to sell the property, Mr. Kneiszel feels the property should be put up for bids, and if the intent for the property is a suitable purpose, it should be sold to the highest bidder.

Aldersperson Defnet Ledvina questioned if there was a park coverage map and how the loss of the park would affect the area. Mr. Kosobucki explained that Wilson Park is considered a mini park, which has a radius of 1/8 of a mile. Looking at the surrounding properties, St. Norbert probably owns ¾ of the properties, other than the area south of the park.

Mr. Kosobucki explained that usually a park director will not entertain a motion to get rid of a park. The only reason would be if selling the property could benefit the park system better in another area and staff feels this could happen.

Melissa Thiel Collar stated that she drives by the park twice a day and from personal observation she never sees anyone using the park. Melissa questioned if there were any improvements scheduled for Wilson Park. Mr. Kosobucki explained that with the seven

year capital plan there are no improvements scheduled for Wilson Park and it is not logical to put any amenities there and parking is also an issue.

Randy Soquet feels that if the land is sold the funds should be used to make a park in a new neighborhood on the west side. Many new neighborhoods do not have any public green space areas.

Ryan Jennings stated that St. Norbert has unlimited options in the area. If the land is sold, Mr. Jennings would be in favor of the funding to go to purchase additional land on the west side for park use and would be in favor of tabling the item pending further discussion.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that common council would not have to follow any contingencies that the park board would recommend. He stated that the item could be tabled for additional ideas for the park board to discuss. Mr. Kosobucki did not think that council would act on the item without park board recommendations.

Jim Kneiszel questioned if the park is sold, is the city adequately serving the residents on the west side past Third Street. The city could work with St. Norbert College to see what would work best for the college and the students to welcome them to become involved in the city. Mr. Kneiszel asked for the possibility of the park department to communicate with other municipalities with parks next to colleges and universities to see if anything special is done. Mr. Kneiszel stated he has troubles with the thought of giving up any park land.

Alderperson Chandik Kunding stated that Wilson Park has not been prioritized in the budget and asked what needs to be done regarding the budget.

Ryan Jennings moved to refer the item back to staff for further research, seconded by Jim Kneiszel. Upon vote the motion was approved unanimously.

RESULT:	REFERRED BACK TO STAFF [5 TO 0]
MOVER:	Ryan Jennings, Board Member
SECONDER:	Jim Kneiszel, Board Member
AYES:	Thiel Collar, Jennings, Kneiszel, Defnet Ledvina, Soquet
ABSTAIN:	Amy Chandik Kunding
EXCUSED:	Dean Raasch

3. Consideration and Possible Action to Request additional funding for Fox Point Furnace Project.*

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that staff did get estimates on the installation of the furnace at Fox Point; however WPS does not give a written final estimate until the actual work order is prepared. The estimate came in much higher than anticipated and is good through November 15th. If the work order is approved after November 15th, the cost could go up due to frost charges. Mr. Kosobucki explained that the park board could do nothing, and use the electric heat again this year; however the furnace has already been installed. Staff would recommend requesting the additional funding.

Randy Soquet moved to approve requesting an additional \$4,735 from unassigned reserves to complete the Fox Point furnace project, seconded by Melissa Thiel Collar. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Randy Soquet, Board Member
SECONDER:	Melissa Thiel Collar, Board Member
AYES:	Thiel Collar, Jennings, Kneiszel, Kunding, Defnet Ledvina, Soquet
EXCUSED:	Dean Raasch

4. Discussion of 2021 Beer Gardens and Allocation of Revenue.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that people have been asking what is going to be done with the profits from the beer gardens. Since there was little profit in 2019, the funds were just rolled over to the following year. Now, with the 2021 profits, there is a little over \$20,000 to allocate to park projects. Seeing the beer gardens will eventually be held at the Nelson Family Pavilion at Voyageur Park, staff would recommend the funds be allocated to this project.

Melissa Thiel Collar questioned if anything was cut back from the original plans that could possibly put back in with the funding. Mr. Kosobucki explained that no amenities were cut from the original plan.

Aldersperson Defnet Ledvina commented that she would still like a band shell.

Aldersperson Chandik Kunding questioned if it had to be one project or could it be allocated to park maintenance or poured in place surfacing at an existing playground.

Mr. Kosobucki explained that it could be multiple projects; it just needs to be allocated to the park system.

Aldersperson Chandik Kunding questioned how long the fund can be rolled over. Mr. Kosobucki explained that the finance director would make that decision, but the ultimate goal would be to use within a year or two, or have a definite plan in place that the funds are being allocated for.

Ryan Jennings questioned what budget projects were cut. Mr. Kosobucki commented that the funds should be used on a project that the city will get good publicity on.

Melissa Thiel Collar questioned the time frame on the Nelson Family Pavilion. Mr. Kosobucki stated that the fundraising committee was just put together. In a perfect scenario ground breaking could happen in the fall of 2022, but more likely the spring of 2023. It is all dependent on the fundraising committee acquiring the funds.

Aldersperson Chandik Kunding questioned the possibility of bringing the question to a public vote. Mr. Kosobucki commented that the preference would be for the park board to use their network and make a decision. If the park board decides to go in the direction of a public vote, the list of projects should be very limited.

Ryan Jennings commented that if the park board decides to retain Wilson Park, these funds could allow for an upgrade to the park.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that this is just a discussion item, so no vote is needed at this time. Staff will put together a list of potential projects for the next park board meeting.

RESULT:	DISCUSSED
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5. Discussion of Various Pool Policies, Fees, and Procedures.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that staff is still doing research on the topics, but would like the input of the park board on each item. The item is a discussion item, but each potential policy change will be brought back individually for vote next month.

Mr. Kosobucki stated the first policy is for an age requirement to enter the aquatic facility and pool alone. Currently there is nothing in place, and staff feels there needs to be

something in place to protect the little kids. Staff is requesting input not only on a policy, but also parameters. Melissa Thiel Collar asked what the major problems have been during the summer. Mr. Kosobucki stated the most shocking complaint was that a 6 year old was coming to the pool alone and unsupervised. There needs to be some standards for employees to enforce. Ms. Thiel Collar asked if the liability carrier was contacted and if they provided any recommendations. Angela George, Recreation Supervisor explained that the most common or typical age restrictions is anyone 8 and under be accompanied by someone 16 and over. The age requirement is not just a concern in the swimming area, but also in the locker room and facility.

Mr. Kosobucki stated the second policy that needs to be addressed is if there should be any rainchecks or refunds given out. The current policy is that there are no refunds or rainchecks give due to weather or incidental staff closings. Mr. Kosobucki explained why the pool might be closed for instances other than weather and stated that most facilities will give refunds for instances other than weather. Discussion followed and park board recommended that there should be rainchecks given for incidental closings, but not weather.

The third policy that Mr. Kosobucki addressed is the problem with resident and non-resident session passes. To purchase a session pass, proof of residency is required to get the discounted resident rate. This process really slows down the entrance line. Staff checked with other municipalities and only one other checks residency. If the charge for resident and non-resident session passes were the same, the line would go much faster and staff would not have to argue with patrons on residency. It is extremely difficult to find seasonal pool staff now and when you have people verbally abusing staff it will be even harder. If this was done, park board would have to decide on what rate you would like to charge. Residents would not be happy, but the season resident rates could be lowered to get residents to purchase a season pass. A detailed discussion followed and the park board feels that there needs to be a discount for residents. If the daily pass rate is the same for residents and non-residents, the season rate should be lowered for residents to be an incentive for residents to purchase the season pass.

Staffing is the fourth policy Mr. Kosobucki addressed. It is becoming more difficult to find seasonal staff for the pool and there are restrictions that do not allow the 15 year olds to work the entire day. With the current pool schedule the way it is, staff might work in the morning and then have to come back in the evening for a rental. To help alleviate this problem staff is suggesting changing the weekday schedule to having one continual block of open swim time. The number of hours will not decrease; it would be one block instead of two.

The final policy is regarding staff recruitment. Mr. Kosobucki explained with the difficulty trying to get and retain staff, there needs to be more incentives for kids to come work for us. The city administrator made a suggestion to possibly make a scholarship fund for employees. Suggestions were made for the scholarship fund or bonus be contingent for the staff to work throughout the summer and full time hours were worked.

RESULT:	DISCUSSED
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IV. Staff Updates

1. Update on Shelter Repair Project for 2021.

Marty Kosobucki, Director of Parks, Recreation and Forestry reviewed the shelter repairs that were completed for the year and explained that metal roofing was put on some of the

shelters. He also commented that the VFW enclosed shelter had the siding replaced to match the aquatic facility.

RESULT:	DISCUSSED
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V. Future Agenda Items

None

VI. Adjournment

Aldersperson Defnet Ledvina moved to adjourn the meeting at 8:30 pm, seconded by Melissa Thiel Collar. Upon vote, the motion passed unanimously.

Respectfully submitted,
Grace Lahtela



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: November 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Don Melichar

SUBJECT: Consideration and Possible Action to Approve Select Soccer Request for the President Cup to be held at Southwest Park in 2024.

ATTACHMENTS:

- Memo to PB to approve Select Soccer request for Presidents Cup in 2024 11-3-21 (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Don Melichar, Park Superintendent/City Forester
Date: November 3, 2021

RE: **Select Soccer is Seeking Approval to Host the WYSA President Cup in 2024 and the Fall State Championships in 2022, 2023 and 2024**

At the April 23, 2020 Park Board meeting, Select Soccer was approved to host the WYSA President's Cup in May of 2021, 2022 and 2023 at Southwest Park. Select Soccer is now seeking the Park Board's approval to host the WYSA President's Cup in 2024.. They are also seeking the approval to host additional tournaments in October of 2022, 2023 & 2024. This tournament would attract numerous teams from outside of De Pere bringing in additional revenue for the area and showcasing De Pere's SW Park. Staff has reviewed and agrees it would be a beneficial addition to all the activities occurring at the park.

If you have any further questions or comments, please feel free to contact me.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: November 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Don Melichar

SUBJECT: Consideration and Possible Action to Approve Sale of Logs from City Tree Removals to Urban Evolutions.*

ATTACHMENTS:

- Memo to PB to approve log sales to Urban Evolutions 11-11-21 (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Don Melichar, Park Superintendent/City Forester
Date: November 11, 2021

RE: **Selling Logs from City Removals to Private Contractor**

Staff is seeking the approval from the Park Board to sell logs from City tree removals to Urban Evolutions in Appleton. This company purchases logs from Green Bay, Wausau and Brown County. They use the logs for furniture and for many other uses. They will take most of our wood that adheres to their dimensions and will pick up our pile that we accumulate. While this won't be a major fund raiser, staff feels it will be good to have someone utilize the anticipated glut of wood for something other than firewood or chips.

If approved, staff will work with Urban Evolutions and our legal staff to draw up an agreement between the City and the company.

If you have any further questions or comments, please feel free to contact me.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: November 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action On Allocation of Beer Garden Revenue.*

ATTACHMENTS:

- Memo.Beer Garden Allocation(DOCX)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
 From: Marty Kosobucki
 Date: November 18, 2021
 RE: Beer Garden Allocation

At last month's meeting we discussed options of utilizing the funding we have raised from the Beer Garden's. Based on the input I have received, both from Park Board members and staff I have compiled a list and consideration for your review below. The list is simply a recommendation for consideration and ultimately the Park Board can select or decide on something that may not even be on the list. The current balance from our Beer Garden revenue is \$28,292. This would not include anything that we would anticipate making in 2022.

Item	Notes
Nelson Family Pavilion	\$1-\$1.5 Million - It would make sense to donate to this project as it will need all the financial assistance it can get, and ultimately the Beer Gardens will benefit from the facility by using it as their home base.
Legion Woods Playground	\$135,000 – Legion Playground was bumped from the 2022 budget and is over 20 years old. While its not technically "un safe" it is not an attractive playground.
Legion Ballfield Restoration	\$60,000 – Legion is in need to receive a face lift. Over the years, fencing has heaved and pushed out of the ground. The infield lip need to be cut out and renovated (sod), and possibly should consider replacing the infield mix.
Carney or Willems Playground	\$85,000 – Both Willems and Carney Playgrounds are coming due for replacement. They were constructed in 1994 and 1995, and are small neighborhood style playgrounds. Both of these playgrounds are currently well over 20 years old and are our two oldest playgrounds.
Replace Patriot Park Shelter	\$200,000+ - Patriot Park shelter is an older shelter that has an issue with its bathrooms not being ADA compliant. In looking at the facility it is not really a candidate to remodel as remodeling would likely cost as much as replacing due the space we are dealing with and the renovations that would need to be done due to ADA. The shelter was proposed for 2022 but did not receive funding. The shelter is used for our playground program, community rentals and a restroom facility for the park.

Staff Recommendation: Staff would recommend allocating the funds toward the Nelson Family Pavilion as the facility has a direct impact to our entire community and the facility will be used as the home for the future Beer Gardens.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: November 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Approval of Revisions to Carrico Aquatic Agreement.

ATTACHMENTS:

- Memo.Carrico Agreement summary (DOCX)
- 2021 Carrico Aquatic Resources Inc_ (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners

From: Marty Kosobucki

Date: November 18, 2021

RE: Agreement with Carrico Services for providing chemicals

We are asking the Park Board to revise the agreement we have with Carrico Aquatic Services. The agreement covers providing all the chemicals to our pools as well as professional consultation on balancing our pools. Carrico is requesting a change in our agreement for several reasons. The reasons are:

- 1) They have been notified that chemical costs are going up significantly.
- 2) We also agreed with Carrico to use this past summer as a sample for basing future costs. With a new aquatic facility you never know, due to variables (weather, bather loads, and efficiency of equipment) what the chemical use will be for a pool.
- 3) We are also requesting the addition of adding CO2 to our chemical use agreement. Last year it was not included and we had to utilize an outside vendor.

I have included a copy of our original contract with Carrico Aquatics in your packet.

The cost is to be projected about \$7,600 above what we have in the proposed 2022 Budget. In discussing with City Administration, we are not recommending to request additional funding at this time as its possible we could consume the increase with our budget and if it would run over the overrun would be covered by the Pool Referendum funding.

Staff Recommendation: Approve stated revisions to agreement with Carrico Aquatic Services, forward to legal department for revisions prior to presenting to council for consideration.



Providing Safe Clean Sparkling Blue Water

720 N. Parkway • Jefferson, WI 53549

Office: 920-541-3600

Fax: 920-541-3602

www.carricoaquatics.com

OPERATION AND MAINTENANCE ASSISTANCE AGREEMENT

This Operation and Maintenance Assistance Agreement (the "Agreement") dated as of November 12, 2020 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"), whose address is 720 N. Parkway, Jefferson, Wisconsin 53549

RECITALS

Whereas, Owner is the Owner of an aquatic facilities as describe in Exhibit A of this Agreement (the "Facilities"); and

Whereas, Owner desired 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 other wise 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 equipment, chemicals and services:

- 1.1 Water treatment equipment needed to maintain pool chemicals per Wisconsin state code for Legion and VFW Pools.
- 1.2 All chemicals needed to maintain pool chemical levels as required by Wisconsin state code
- 1.3 Operator Training
- 1.4 Delivery of chemicals freight on board from closest point
- 1.5 14 Point water analysis every 4-6 weeks
- 1.6 Routine visits to check equipment and chemical inventory. "Routine" for the purposes of this agreement shall mean every 4-6 weeks

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 \$115.00 per hour.
- 2.3 Routine maintenance; cleaning and filling chemical feed equipment, when needed; vacuuming pool(s); backwashing filter(s).
- 2.4 Notifying Carrico minimum of 14 days in advance of the need for additional chemical inventory. Carrico provides delivery of chemicals freight on board 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.
- 2.6 Owner assumes and shall bare 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 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 Routine visits to the Facilities to check equipment and water chemistry.

ARTICLE IV: COMPENSATION

- 4.1 Owner's guaranteed yearly investment for chemicals, operator training, and monthly visits at Legion Pool is thirteen thousand nine hundred five and 00/100 dollars (\$13,905.00).
- 4.2 Owner shall pay Carrico three thousand four hundred seventy-six and 25/100 dollars (\$3,476.25) due on the first day of May, June, July and August for the 2021 pool season for Legion Pool.
- 4.3 Owner's guaranteed yearly investment for chemicals, operator training, and monthly visits at VFW Pool is eleven thousand five hundred and no/100 dollars (\$11,500.00).
- 4.4 Owner shall pay Carrico two thousand eight hundred seventy-five and no/100 dollars (\$2,875.00) due on the first day of May, June, July and August for the 2021 pool season for VFW Pool.
- 4.5 There will be a one time charge per season of three hundred and no/100 dollars (\$300.00) to cover all deliveries to both pools.

ARTICLE V: TERM

- 5.1 This Agreement time period is for the 2021 swimming season.
- 5.2 Terms of this Agreement are a guaranteed yearly investment. This is a one year minimum agreement and will be self-perpetuating unless either party for whatever reason, wished to terminate.

ARTICLE VI: TERMINATION

- 6.1 Either party wishing to terminate agreement, must do so in writing no later than thirty 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 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 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

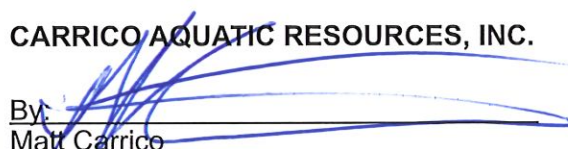
- 7.1 Any equipment which is provided by Carrico during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of Carrico upon termination of this Agreement. Carrico shall not make any capital replacement of the Facilities equipment or any component hereof 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 _____, 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 \$115.00 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, 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, 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.
- 7.9 All chemicals used will be only those approved by and purchased from Carrico.

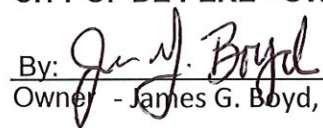
ARTICLE VIII: AUTHORIZATION

- 8.1 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date of February 22, 2021.

CARRICO AQUATIC RESOURCES, INC.

By: 
Matt Carrico

CITY OF DE PERE - OWNER

By: 
Owner - James G. Boyd, Mayor

P.O. _____

Exhibit A

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

- 309,000 gallon Legion main pool
- 309,442 gallon VFW leisure pool
- 15,265 gallon VFW wading pool
- 6,842 gallon VFW slide complex



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: November 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Approve Raincheck Policy for Swimming Pools.

ATTACHMENTS:

- Memo.Pools.Raincheck Policy(DOCX)

CITY OF DE PERE MEMO



To: Board of Park Commissioners

From: Marty Kosobucki

Date: November 18, 2021

RE: Raincheck Policy for Outdoor Swimming Pools

At the October Park Board meeting we discussed a variety of topics related to our Outdoor Swimming Pools. One of those topics was to gain consistency and definition on how to handle providing or not providing refunds and/or rainchecks. The current policy of our pools is to not provide any refund and/or raincheck for any reason. This caused some concern and angry patrons this past summer when our pools needed to be closed for a variety of reasons. After discussing the issue with the Park Board and investigating what other communities do, below is a list of recommendations to develop a policy related to refunds and/or rainchecks for Open Swim sessions.

- No “refunds” shall be given for any reason.
- Rainchecks shall not be provided for pool closures related to weather. A sign shall be posted at the entrance that identifies no refunds or rainchecks shall be provided for weather.
- Rainchecks shall be provided to patrons in the event a pool closes for an uncontrolled or unplanned incident (ie. fecal accident, emergency closure due to chemical in-balance or safety issue, etc...).
- Rainchecks issued will have an expiration date of within one week.
- Rainchecks may only be issued by the Pool Manager or their supervisor.
- Rainchecks shall be documented in a log book upon being issued.

Staff Recommendation: Approve the pool policy related to Open Swim...“Refunds shall not be provided for any reason. Rainchecks will be provided for uncontrolled and unplanned incidents, however will not be provided for weather closures.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: November 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Approve Pool Policy to Allow Children 8 Years Old And Under with a Guardian 16 Years Old or Older.

ATTACHMENTS:

- Memo.Pool Policy.Age (DOCX)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Date: November 18, 2021

RE: Policy relating to age and supervision

At the October meeting the Board of Park Commissioners had general discussions about a variety of pool topics. One of those topics was the fact that the City of De Pere did not have a policy regulating children at any age from coming into the pool facility unsupervised. When developing the proposed policy, staff conducted the following research.

- Obtained policy guidelines from multiple municipal pools around Northeast Wisconsin and further.
- Sought input from the City's Legal Office. They have concurred with the steps that have been taken and agree with the proposed policy.
- Sought input from the City's Health Department. While there is no legal guidance from the Health Department standpoint, our Health Director is in support of the proposed policy.
- Sought input from our insurance consultant. We were asked, "what others were doing", and to follow the guideline of what a normal and prudent person would do.

Staff Recommendation: Staff is recommending the policy of "8 years old and under must be accompanied by a guardian 16 years old or older".



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: November 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Approve Repairs for Legion Pool in the amount of \$17,900.*

ATTACHMENTS:

- Memo.Legion Repair (DOCX)
- 2021 10 22 Leak Repair Proposal.docx1 (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners

From: Marty Kosobucki

Date: November 18, 2021

RE: Approve repair at Legion Pool

Staff is seeking the approval of the Park Board to recommend the repair of a leak in Legion Pool for the amount of \$17,900. Due to the amount of the repair, our regular maintenance budget is not able to support this.

History: At the end of our 2021 Pool season, staff was noticing a loss of up to 14,000 gallons of water a day. Normal loss of water is around 2,000-3,000 gallons of water a day. Staff ended up seeking out and hiring United Leak Detection Services that specializes in pin pointing leaks within swimming pools. Due to the work load of the contractor he was unable to get to our pool until the first week of October. Upon testing our pool, he uncovered one major leak in the middle of our shallow end of Legion Pool. Upon understanding the repair that was needed, we began reaching out to contractors. Neuman Pools was the only contractor that provided us a quote. Other contractors told us that they simply did not have the time to perform the work, or they no longer had staff with the expertise to perform the work. In talking with Neuman Pools they would plan on performing the work in early December.

We are recommending completing the work as soon as possible and not wait until spring. We are recommending this because when the weather breaks in the spring, pool contractors will be incredibly busy with work and contracts they must honor, which likely would lead to delays in getting to our repair.



RETURN LINE LEAK REPAIR CONTRACT

Date: 10/22/2021

Owner Address: City of De Pere
335 South Broadway Street
De Pere, WI 54115

Site Address: Legion Park Pool
1212 Charles Street
De Pere, WI 54115

Attn: Marty Kosobucki

Phone: 920 339 4065

Email: mkosobucki@deperewi.gov

SCOPE OF SERVICES:

- Remove the existing pool floor from the area indicated by the city and United Leak Detection, Inc.
- Remove soil to expose the leaking pipe.
- Remove and replace the broken pipe.
- Backfill the exposed pipe and inlet area.
- Install rebar to pin the new concrete to the existing concrete and reinforce concrete with rebar as required by industry standards.
- Install white plaster finish over the concrete. Finish will be not match existing finishes on pool.

NOTES:

- Prevailing wages are not included in this proposal. If Prevailing wage is required on this job the work will need to be requested.
- Work to be completed on a Time and Material basis.
- Draining and filling of pool is owner's responsibility.
- If further parts are required, they will be billed additionally.

PRICING – VALID FOR 30 DAYS

Estimated Time and Material Cost: \$ 17,900.00

PAYMENT TERMS:

Purchase order or 50% initial payment with signed proposal. Balance due upon completion.

SIGNATURES

Owner has read and understands the payment terms, conditions, warranty terms and lien rights. For the Contract to be valid, Conditions of Sale, Warranty Terms and Lien Rights must be attached to this Contract.

Neuman Pools, Inc.**Owner**

Signature: _____

Signature: _____

Mark Othmer – Commercial Renovation Sales

Print Name / Title: _____

Date: _____

Date: _____

WISCONSIN LIEN RIGHTS

As required by Wisconsin Construction Lien Law, NEUMAN POOLS, INC. hereby notifies the Owner that persons or companies furnishing labor or materials for construction on Owner's land may have lien rights on Owner's land and buildings, if not paid. Those entitled to lien rights, in addition to NEUMAN POOLS, INC., are those who contract directly with the Owner, or those who give the Owner notice within 60 days after they first furnish labor or materials for the construction improvement. Accordingly, Owner probably will receive notices from those who furnish labor or materials for the construction improvement and should give a copy of each notice received to his mortgage lender, if any. NEUMAN POOLS agrees to cooperate with the Owner and their lender, if any, to see that all potential lien claims are duly paid.

CONDITIONS OF SALE

1. Owner shall provide access for power excavating equipment and trucks, and remove trees, shrubs, fences, and other obstructions including underground pipelines and wires.
2. Builder shall return pool site to rough grade, but will not be responsible for damage to grass, shrubs, walks, or driveways caused by normal performance of work.
3. If underground obstructions such as rock or unusual amounts of water are encountered during excavation, additional costs will be incurred.
4. Builder shall instruct the Owner of his Representative in the operation of all equipment at completion and filling of pool. At this time chemicals are required and shall be supplied by the Buyer.
5. Electric power and water for construction purposes shall be furnished by the Buyer at no charge to the Contractor.
6. All measurements are water line measurements and are subject to a 1% permissive variance either way. The Buyer further agrees to hold the Contractor harmless from loss or additional cost or expense, should this variance occur.
7. All materials used in construction shall remain the property of the Contractor until fully paid, and all surplus materials are to remain the property of the Contractor.
8. Buyer's and Contractor's representations, limitations, and responsibilities: The Contractor agrees to perform the work in a good and workmanlike manner with reasonable dispatch in accordance with the attached specifications which set forth a custom-built pool, but do not necessarily duplicate any particular photograph.
9. Title and ownership to equipment and accessories described in the Agreement, whether or not affixed to Buyer's realty, shall remain the property of the Contractor until the total price of the pool has been paid. None of such equipment or accessories shall be deemed to become part of the real property regardless of the completeness of their obligation until such time of entire payment. In the event of non-payment, the Contractor may without notice enter upon the premises and remove said equipment and accessories. The Contractor will then apply the reasonable value of the removed items, less costs, and expenses of removal, against the unpaid balance.
10. Builder shall pay all applicable sales tax and carry adequate insurance covering liability and workmen's compensation.
11. Outdoor pools will require "winterizing" at the end of the swimming season. This is the responsibility of the Owner. We recommend you hire us to do this for you at least the first year.
12. Extra work (work performed outside the contract) must be approved in writing by the Owner and the Contractor.
13. Changes or alterations made to the installation performed by Neuman Pools, Inc., including pool accessories such as ladders and the like equipment with Owner's consent, except changes or alterations performed by Neuman Pools, Inc., shall be at Owner's sole risk. Neuman Pools, Inc. shall not be responsible for defects or damages to the pool installation caused by other contractors

or tradesman of any kind of character arising from improper maintenance, supervision, or neglect of the pool installation by Owner, who shall hold Neuman Pools, Inc. harmless, therefore.

14. It is the responsibility of the Owner to supply and fill the pool with water. It is also the responsibility of the owner to make sure that the quality of water used is such that it will not be harmful to the pool's interior finish and equipment. Neuman Pools, Inc. will assist you in determining the quality of your fill water, and give you options of treatment. Filling with unsuitable water will void the warranty.

WARRANTY TERMS

Contractor makes the following limited warranties of its work, subject to the limitations and restrictions in Paragraph d. hereof:

1. Contractor warrants its workmanship to be free from defects for one (1) year from date of completion. Contractor shall remedy defects of workmanship, which occur within the warranty period, without cost to the Owner. Contractor's work as used herein shall include work of Subcontractors employed by the Contractor and shall not include any work performed by other contractors separately from the Contract by Owner.
2. Waterline tile and plaster applied to the pool shell by Contractor are guaranteed against defects in materials and workmanship for one (1) year from the date of completion of plastering the pool. Walks and decking are not warranted against normal cracking, checking, raising, settling, or discoloration, and plaster is not guaranteed against discoloration or staining. Contractor assumes no responsibility for quality of water used to fill pool, or any damage caused by high water.
3. The following limitations to Contractor's warranties shall apply:
 - a. Contractor's performance under the terms and provisions of its warranties shall not be required, until final payment of the full Contract has been made.
 - b. Contractor shall not be responsible for the cost of labor to remedy defects in material so purchase assemblies. Purchased assemblies (for example; filtration system, water treatment equipment, etc.) or materials (for example: concrete, caulking, chemicals, etc.) used in this installation are subject only to manufacturer's or processor's warranty of fitness and from defects in manufacture. Contractor makes no warranty expressed or implied as to such assemblies of materials, except that the same will be installed in accordance with specifications, which occur during the warranty period.
 - c. Contractor's warranties shall not apply to damage to any part of the swimming pool shell, circulation piping, deck, or equipment, resulting from natural causes or acts of God, including earthquakes, ground swells, inundation's, ground or hillside motion, landslides, or any natural or accidental cause of peril resulting from storms, surface drainage, floods, war, riot, or damage caused by negligent or willful acts of person(s) other than Contractor, its Subcontractors, or employees.
 - d. Contractors shall not be responsible for damage to the swimming pool shell if the Owner causes the pool to be emptied of water.
 - e. Owner shall notify Contractor within seven (7) days of discovery of any defect in the pool, equipment, or accessories; otherwise, the Contractor's warranty shall be void. No warranty repair expense by the Owner shall be a valid claim under Contractor's warranties, unless the Contractor is given written notice as provided herein, and a reasonable time to obtain parts or equipment, and to repair the defects.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: November 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Staff Update for 2022 Beer Gardens.

ATTACHMENTS:

- Memo.2022 Beer Gardens (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Paula Rahn
Date: November 18, 2021

RE: **2022 Beer Gardens**

For the 2022 Beer Gardens, staff plans to offer 3 events on the 4th Tuesday of each month from 4:30 – 8:30 pm, June 28th, July 26th and August 23rd. We would have two different musicians; one playing 4:30 – 6:15 pm and the other from 6:30 – 8:15 pm. At this time, we do not anticipate offering the Saturday Beer Garden event, due to attendance and staffing availability. We would solicit sponsors for the events like we had in the past; however by cutting down from 4 events to three, we would reduce the cost for our main sponsor from \$4,000 for 4 events down to \$3,000 for 3 events. Individual event sponsors would remain at \$1,500 for one event. We would continue to solicit for a sponsor to cover the family entertainment and increase to two nights of the field games and activities for the kids. We also plan to cut out the large tent and cut back on the number of port-a-potties to reduce some of the costs associated with the event.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: November 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Staff Update on Status of Wilson Park and St. Norbert College.

ATTACHMENTS:

- Memo.Wilson Park Update (DOCX)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Date: November 18, 2021

RE: Wilson Park and St. Norbert College

After the last Park Board meeting, the City Administrator and myself met with a representative from St. Norbert College. We discussed the Park Board comments and questions related to the topic of St. Norbert investigating the possibility of acquiring Wilson Park. It was agreed upon from both staff at the City and St. Norbert to create a small work group to brainstorm and investigate options of improving Wilson Park so that it is a benefit to the community and students/residents of St. Norbert College. We will be working with them to create this work group and begin meeting with them. As we meet and obtain information/insight, we will provide you updates.

At this time, St. Norbert College will not be pursuing the possibility of acquiring Wilson Park for residential housing, but will be working with staff to come up with ideas in how to improve the park.