



Board of Park Commissioners

Regular Meeting

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

Agenda

Thursday, November 17, 2022

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 17, 2022 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 upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Board of Park Commissioners. §6-3(f) DPMC

III. Items

1. Consideration and Possible Action to Approve the Minutes from the October 20, 2022 Board of Park Commissioners Meeting.
2. Consideration & Possible Action to Approve Contractual Agreement with Inner Dimensions Wellness LLC*
3. Consideration & Possible Action to Approve Dropin Player Pass for Adult Basketball*

IV. Staff Updates

1. Discussion and Update on Status of Nelson Family Pavilion Technical Design.

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

De Pere Youth Hockey

Alderpersons
Mayor James Boyd
Larry Delo, City Administrator
Kristen Johnson, City Attorney
Marty Kosobucki
Carey Danen, City Clerk
City Hall 1st and 2nd Floor
De Pere Girls Softball
Connor Goodman, Teen Advisor
Madison DeCleene, Teen Advisor
McMahon Associates

De Pere Select Soccer
De Pere Area Chamber of Commerce
Definitely De Pere
Brown County Library – De Pere
TV & Radio Stations
De Pere Rapides Youth Soccer
De Pere Baseball
Christopher Thompson, De Pere School Dist.
Dennis Krueger, WDP School District
Bobbie Jackson, Inner Dimensions Wellness

***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 17, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Grace Lahtela

SUBJECT: Consideration and Possible Action to Approve the Minutes from the October 20, 2022 Board of Park Commissioners Meeting.

ATTACHMENTS:

- Draft Minutes 10-20-22 (PDF)



Board of Park Commissioners

Regular Meeting

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

Draft Minutes

Thursday, October 20, 2022

6:30 PM

Council Chambers and Virtual

I. Call to Order

The meeting was called to order at 6:30 PM by Board Member Randy Soquet

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

None

III. Items

Attendee Name	Title	Status	Arrived
Melissa Thiel Collar	Board Member	Present	
Ryan Jennings	Board Member	Present	
Jim Kneiszel	Board Member	Present	
Amy Chandik Kunderling	Alderman	Present	
Shana Defnet Ledvina	Alderman	Present	
Dean Raasch	Alderman	Absent	
Randy Soquet	Board Member	Present	
Madison DeCleene	Teen Advisor	Excused	
Connor Goodman	Teen Advisor	Present	

Others present: Marty Kosobucki, Director of Parks, Recreation, and Forestry; Don Melichar, Park Superintendent/City Forester; and Grace Lahtela, Administrative Assistant.

2. Consideration and Possible Action to Approve the Minutes from the September 15, 2022 Board of Park Commissioners Meeting.

Alderman Defnet-Ledvina moved to approve the minutes from the September 15, 2022 Board of Park Commissioners meeting, seconded by Ryan Jennings. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderman
SECONDER:	Ryan Jennings, Board Member
AYES:	Thiel Collar, Jennings, Kneiszel, Kunderling, Defnet Ledvina, Soquet
ABSENT:	Dean Raasch

3. Consideration & Possible Action to Donate One Family Pool Membership for 2023 Snowman Photo Contest Grand Prize

Alderman Chandik Kunderling moved to approve the request to donate one family pool membership for the snowman photo contest grand prize winner, seconded by James Kneiszel. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Jim Kneiszel, Board Member
AYES:	Thiel Collar, Jennings, Kneiszel, Kunding, Defnet Ledvina, Soquet
ABSENT:	Dean Raasch

4. Consideration and Possible Action to Accept a Donation from De Pere Baseball for Diamond Improvements.*

Melissa Thiel Collar moved to accept the donation from De Pere Baseball for diamond improvements to Gandrud Field at Southwest Park valued at \$10,968, seconded by Alderperson Chandik Kunding. Upon vote the motion passed unanimously. Randy Soquet thanked De Pere Baseball for the donation.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Melissa Thiel Collar, Board Member
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Thiel Collar, Jennings, Kneiszel, Kunding, Defnet Ledvina, Soquet
ABSENT:	Dean Raasch

5. Consideration and Possible Action on Park Rental Agreement for "Rock the Dock".

Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that we were approached by the event organizer, Dawn Paradiso-Hansen of "Rock the Dock" and she expressed the organization has a strong interest in bringing the event to Voyageur Park in 2023, from Green Bay. Marty explained that staff met with Dawn, and they do not think there would be a problem with hosting the event at Voyageur Park.

Ryan Jennings moved to open the meeting to public comment at 6:34 pm, seconded by Randy Soquet. Upon vote, the motion passed unanimously.

Dawn Pardiso-Hansen, Executive Director of Compassionate Home Health Care; Tommy Clifford, Vice President of the Board of Directors; and Storm Walls, who works with the volunteers were present to provide information and answer any questions regarding the event.

Dawn Pardiso-Hansen explained that for the past 11 years Compassionate Home Health Care runs a holiday campaign, putting out boxes to collect supplies for individuals in need. Currently they help out over 29 local non-profit organizations between Appleton and Green Bay, including some in the De Pere area. "Rock the Dock" is the largest fundraiser for Compassionate Home Health Care.

James Kneiszel questioned if there was a list of organizations that were helped. Dawn explained that she did not have a complete list, however they are all listed on the organization's website.

James Kneiszel questioned the desire to move to De Pere. Dawn Pardiso-Hansen explained that the event was held in 2019 in Green Bay, virtually in 2020, and again in Green Bay in 2021. Dawn stated they want to move the event from Green Bay to De Pere, because they want to work with people that want to work with them, not against them. Green Bay made it very difficult to work with them, not only for our organization, but also for the vendors and the drone pilot.

James Kneiszel questioned what the draw is for the event. Dawn Pardiso-Hansen explained that there are 3 stages of music, with around 13 bands at the event, but it is not just a music event. There are vendors, non-profits, robotic team competitions, the

Festival Foods big cart rides, the wiener mobile, and a drone show. Organizers look at it more as an innovative and inspirational festival, not just a music festival.

Alderson Chandik Kunder questioned if the item on the agenda is to approve the event. Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that since this is a new event being held at a park with anticipated attendance over 1,000 people, the event requires park board approval. If approved, then staff would work with Dawn and "Rock the Dock" to prepare the Park Rental Agreement. The event will also need to follow the complete special event process for the city. This action item is for approving the use of Voyageur Park for the day.

Ryan Jennings questioned the attendance and if the park is only needed for one event. Dawn Pardiso-Hansen explained the set-up of the event. The event is a one-day event and everything that is needed from the event organizers is packed into a U-Haul truck. The truck is pulled into the park at 8 in the morning and all the different volunteer groups take it from there. Dawn did state that it has been requested to allow the truck to be allowed to park in the parking lot the night before, but if that is not approved, they will bring it in the morning. Most of the tents used are the small 10x10 pop-up tents, but there will be a larger tent for the robotics competition. The 30,000 estimate for attendance will be spread out throughout the day.

Ryan Jennings commented that the event overlaps with the Brown County Fair and questioned if there is a concern with this. Dawn Pardiso-Hansen explained that they are aware of the overlap, and they are not concerned. There are individuals that want the fair atmosphere and others that would prefer this type of event.

James Kneiszel questioned if there is an admission fee. Dawn Pardiso-Hansen stated that the event has been free, but we are possibly looking to work with a non-profit to possibly look at charging for parking.

James Kneiszel questioned Marty if there were any logistical problems with the use of the park. Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that staff walked the park with Dawn Pardiso-Hansen, and they did not see any issues with the event. Marty did state that the electrical within the park was recently updated and runs throughout the park, which will work for the different stage areas. Dawn Pardiso-Hansen did comment that the performers are mostly up and coming, local and regional artists, which could be a single musician up to a full band.

James Kneiszel questioned Marty to see if he contacted Green Bay to see if any issues arose at the event. Marty Kosobucki, Director of Parks, Recreation and Forestry stated that he did not contact Green Bay. He looked at the event to see if it is a good fit for the City of De Pere and if there was any logistical reason why the event could not be held at Voyageur Park. If there were any issues with the event in Green Bay, it would have been all over the media. Marty Kosobucki stated that the event will be much like a mini Celebrate De Pere, but his event will not close the park. Individuals can still utilize the park.

Ryan Jennings moved to close the meeting to public comment at 7:03 pm, seconded by Alderson Defnet Ledvina. Upon vote, the motion passed unanimously.

Randy Soquet moved to approve the rental of Voyageur Park on August 19, 2023, for Rock the Dock, seconded by Ryan Jennings. Upon vote, the motion passed unanimously.

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

6. Consideration and Possible Action on the Selection of Colors for the Kelly Danen Playground.

Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that staff does not have any specific recommendation on the color opinion. The donors just wanted to stay away from red, due to fading, and they were not a fan of the yellow. When talking with De Pere baseball, their choice was Spring Bloom.

Randy Soquet stated he asked his daughter for her opinion, and she liked Malibu, Honeysuckle, and Jovial.

Alderson Chandik Kunding stated she would stay with more neutral colors and stay away from both orange and red for the schools. If De Pere Baseball or the donors had a favorite, maybe we should go with their choice.

James Kneiszel moved to approve the color palette Honeysuckle for the new playground equipment at Kelly Danen Park, seconded by Alderson Defnet Ledvina. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Kneiszel, Board Member
SECONDER:	Shana Defnet Ledvina, Alderson
AYES:	Thiel Collar, Jennings, Kneiszel, Kunding, Defnet Ledvina, Soquet
ABSENT:	Dean Raasch

7. Consideration and Possible Action to Approve Nelson Family Pavilion Conceptual Design and Estimate.

Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that this is the final design and cost opinion from McMahon. The cost opinion came in where we anticipated, so that is good.

Ryan Jennings moved to approve the Nelson Family Pavilion Conceptual Design and Cost Opinion, seconded by Alderson Chandik Kunding.

Randy Soquet questioned the exterior wall where the vending machines and trash receptacles are located and if there is enough room. Marty Kosobucki explained that the trash receptacles could be moved to other places, but not sure where else they could be located.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ryan Jennings, Board Member
SECONDER:	Amy Chandik Kunding, Alderson
AYES:	Thiel Collar, Jennings, Kneiszel, Kunding, Defnet Ledvina, Soquet
ABSENT:	Dean Raasch

8. Consideration & Possible Action to Approve Contractual Agreement with Inner Dimensions Wellness, LLC*

Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that we are still waiting for some necessary information, so we will need to refer this item back to staff.

Randy Soquet moved to refer this item back to staff, seconded by Alderperson Chandik Kunding. Upon vote, the motion passed unanimously.

RESULT:	REFERRED BACK TO STAFF [UNANIMOUS]
	Next: 11/17/2022 6:30 PM
MOVER:	Randy Soquet, Board Member
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Thiel Collar, Jennings, Kneiszel, Kunding, Defnet Ledvina, Soquet
ABSENT:	Dean Raasch

9. Consideration and Possible Action on Applying to America in Bloom/Canadian National Railroad EcoConnexions From the Ground Up Grant.

Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that the city has hired a consultant to look for grants that the city could possibly apply for. The consultant found this grant and thought that the city should apply for it. While reviewing the specifics of the grant, staff does not think we should spend the time and effort applying for the grant. Part of accepting the grant, the city would agree to host a team of consultants to come to the city to access the city landscaping and that this cost would come out of the grant. With the involvement and effort of the Beautification Committee, staff feels this grant would not be in the best interest of the department.

Ryan Jennings moved to not pursue the America in Bloom/Canadian National Railroad EcoConnexions from the ground up grant, seconded by Alderperson Defnet Ledvina. Upon vote, the motion passed unanimously.

RESULT:	DEFEATED [0 TO 6]
MOVER:	Ryan Jennings, Board Member
SECONDER:	Shana Defnet Ledvina, Alderperson
NAYS:	Thiel Collar, Jennings, Kneiszel, Kunding, Defnet Ledvina, Soquet
ABSENT:	Dean Raasch

10. Consideration and Possible Action on Request from Brown County Land and Conservation Department for Staff.*

Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that there is an effort to improve the East River and make it a water trail. While Marty thinks it is a great idea, as part of the grant, Brown County is looking for the city to dedicate staff time for the project for a three-year period. Staff does not feel comfortable committing staff resources for three years out. Staff is 100% supportive of the idea but wish there was a different way to commit to it.

Alderperson Defnet Ledvina questioned if Marty reached out to other municipalities that are part of this grant. Marty Kosobucki explained that the Village of Allouez is supportive of it and was the municipality that initiated it. The other communities are also a little apprehensive regarding the staffing commitment. Alderperson Defnet Ledvina questioned if we could table it for additional information.

James Kneiszel feels that this has a lot of potential. With the amount of money possibility coming in it would be nice to get the local communities to work together to make the East River more usable. Marty Kosobucki stated he does not disagree that it would be a great project, it is just that there is no way to predict what staffing levels will be in two or three years. James Kneiszel would like to support this at the Park Board

level and then ask for Council to dedicate the staff time for it. Jim feels the potential in the end will be well worth it.

Melissa Thiel Collar questioned if the City Attorney looked at the request and if it is binding after the first year. Marty Kosobucki explained that there is not an actual agreement for review yet. Melissa Thiel Collar stated that it is hard to react to something without specific terms. Things are getting extremely tight in municipal budgets and feels it is not within the best interest of the park department to add another item into the long priority list.

Alderpersion Chandik Kundingner questioned if the city would be able to present what items the city would be comfortable with, and the agreement could be generated around the list.

Ryan Jennings stated he would like to support the topic, but at this point, the information known is too vague to commit to. Saying yes, we would like to be part of the project but not willing to commit until we see some type of agreement.

Randy Soquet state he is also excited about the concept. The opportunity to allow more green space for resident use is great. Maybe we should have Mike Mushinski come in and give the park board more information. Marty Kosobucki stated that he could reach out to Mike Mushinski and let him know that the city is supportive of the effort, but reluctant to support staffing issues for a three-year period and we would need some type of agreement. Until we see the agreement, we cannot commit the staff time.

Randy Soquet stated that the memo stated there would be two launches along that part of the river, which he assumes will not be in De Pere. Wherever these launches are to be placed, those communities need to have more commitment to the project.

Melissa Thiel Collar stated that unless Brown County Land and Water Conservation has some type of agreement drawn up for the City Attorney and Marty to review, there is no way for this topic to move forward. The item needs to be referred back to staff for Brown County Land and Water Conservation to provide an agreement.

James Kneiszel moved to table the item until next month and request Mike Mushinski from Brown County Land and Water Conversation to attend or put together details for the project, seconded by Randy Soquet.

Ryan Jennings requested Marty Kosobucki to come up with what staff commitment level the department could make.

Upon vote, the above motion passed unanimously.

RESULT:	TABLED [UNANIMOUS]
	Next: 12/15/2022 6:30 PM
MOVER:	Jim Kneiszel, Board Member
SECONDER:	Randy Soquet, Board Member
AYES:	Thiel Collar, Jennings, Kneiszel, Kundingner, Defnet Ledvina, Soquet
ABSENT:	Dean Raasch

11. Consideration and Possible Action to Approve the First Quarter Financial Statements for the De Pere Ice Arena.

Randy Soquet moved to approve the first quarter financial statements for the De Pere Ice Arena, seconded by Alderpersion Defnet Ledvina. Upon vote, the motion passed unanimously.

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

12. Consideration and Possible Action to the Holiday Light Show Itinerary and Tree Sponsorship Plan for 2022.

Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that last year Fox Community Credit Union did a fundraiser one day of the Light show. This year, staff was looking into ideas on how we can reduce the staff load necessary with setting up the Holiday Light Event. Fox Community Credit Union will again be holding a fundraiser the first night of the show, but staff reached out to the Fire Department and Pink Flamingos to see if they might be interest to do a fundraiser as well. In return for the fundraising opportunity, they would provide us volunteers to help with setting up the decorations. Both the Fire Department and Pink Flamingos seem to be interested, which will provide a great deal of help to the department. The plan would be for one day of the weekend to be free and then the other day to be a fundraising day.

Melissa Thiel Collar moved to approve the Holiday Light Event itinerary and tree sponsorship plan for 2022, seconded by Ryan Jennings. Upon vote, the motion passed unanimously.

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

13. Consideration and Possible Action on the Beer Garden Sponsorship Plan.

Alderperson Chandik Kunding moved to approve the 2023 Beer Garden sponsorship plan, seconded by Alderperson Defnet Ledvina. Upon vote, the motion passed unanimously.

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

14. Future Agenda Items

Marty Kosobucki, Director of Parks, Recreation, and Forestry stated that Alderperson Hansen requested the goose problem at Jim Martin Park be addressed.

15. Adjournment

Alderperson Chandik Kunding moved to adjourn the meeting at 7:42 pm, seconded by James Kneiszel. 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 17, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Consideration & Possible Action to Approve Contractual Agreement with Inner Dimensions Wellness LLC*

Please see the attached memo and independent contractor agreement with Inner Dimensions Wellness, LLC drafted by our legal department for your review and consideration.

ATTACHMENTS:

- Inner Dimensions Wellness Agreement 10.22 (DOCX)
- Inner Dimensions Wellness LLC - Independent Contractor Agreement (11-8-22) (DOCX)

CITY OF DE PERE

Community Center | Recreation Department

600 Grant St., De Pere, WI | 920-339-4097 | www.deperewi.gov/communitycenter



To: Board of Park Commissioners

From: Paula Rahn, Recreation Superintendent

Date: October 13, 2022

Re: Consideration of Contractual Agreement with Inner Dimensions Wellness, LLC

Staff is requesting the Board of Park Commissioner's review and possible action to approve the independent contractual agreement with Inner Dimensions Wellness, LLC. Bobbie Jackson is owner of Inner Dimensions Wellness, LLC and is a certified Meditation Teacher, Fitness Trainer, and Reiki Master. She currently works with the Villages of Howard and Suamico teaching meditative sessions, along with Bellin Health and many other businesses in the Green Bay area.

Wellness is a state of complete physical, mental, and social well-being, and not merely the absence of disease or infirmity. As part of the department's mission, we strive to improve the quality of life for individuals. One way to improve personal wellness and help balance these important areas of our lives is through meditation, which has been growing in popularity.

Staff has met with and is excited to offer the following programs with Bobbie Jackson of Inner Dimensions Wellness:

- Two Holiday De-Stress Meditation Sessions in early December
- Monthly Guided Monthly Meditation Sessions focusing on different areas of wellness
- Meditative Fusion classes, which incorporates yoga with meditation
- Cardio Gold classes, which focuses on active fitness

The City will pay contractor 70% of base registration fees for the programming offered on a monthly basis. All fees in excess of the base registration fees will be retained by the City.

Thank you for your time and consideration.

Inner Dimensions Wellness, LLC
Independent Contractor Agreement
 (Guided Meditation Sessions and Meditative Fusion Classes)

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Inner Dimensions Wellness, LLC, a Wisconsin limited liability company ("Contractor").

WHEREAS, the City wishes to purchase guided meditation sessions and meditative fusion classes (collectively the "Programming") as set forth in Exhibit A;

WHEREAS, the Contractor is qualified and able to provide the Programming; and

WHEREAS, the Contractor wishes to provide the Programming at City-owned property.

NOW, THEREFORE, in consideration of the above recitations and the mutual covenants, promises and obligations of the parties set forth herein, the receipt and sufficiency of which is acknowledged by each party for itself, the City and the Contractor agree as follows:

1. Term

The term of this Agreement shall be from December 6, 2022 to May 31, 2023, or until service is completed, whichever occurs first. By mutual consent of the City and the Contractor, and upon the same terms and conditions, the parties may agree to extend this Agreement for subsequent terms.

2. Competency, Timing and Cooperation

The Contractor shall commence, carry on and complete its obligation under this Agreement with all deliberate speed and in an economical and efficient manner in accordance with this Agreement.

Consultant shall provide City with the following information on any instructors to be used in carrying out this Agreement:

- Full Name
- Date of Birth
- SSN
- Address

City shall have the right to reject any instructor it deems unqualified for an instructional position.

3. Compensation

City shall pay the Contractor an amount equal to 70% of all base registration fees collected for the Programming offered and a \$15 miscellaneous fee payable at the beginning of each calendar year to cover supplies or consumables during the term of

this Agreement. All fees in excess of the base registration fee shall be retained by the City. City shall pay the Contractor in monthly installments.

4. Compliance with Laws and Indemnification

In conducting its activities under this Agreement, Contractor shall:

- a. provide only fully qualified individuals to conduct all Programming activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances (including nondiscrimination laws);
- b. secure all appropriate necessary public or private permits and consents;
- c. obtain and maintain all appropriate liability insurance for injury to any person or property arising from its activities relating to this Agreement. Contractor shall provide the City with a Certificate of Liability Insurance in an amount of not less than \$2,000,000 per occurrence, naming the City as an additional insured on the General Liability policy thereunder, and shall provide City with the additional insured endorsement. Such liability insurance shall provide City with not less than 30 days' notice of cancellation; and
- d. to the fullest extent permitted by law, indemnify and hold harmless the City, its officers, officials, employees and agents from any and all claims, expenses or demands for loss of or damage to property, injury or death to any person from any cause whatsoever, and/or the violation of any law, ordinance or regulation (including, but not limited to all fees and charges of attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of the Programming services specified in this Agreement, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of Contractor or Contractor's officers, directors, partners, employees, agents or contractors in the performance and furnishing of Contractor's services under this Agreement, regardless of whether or not it is caused in part by a party indemnified hereunder.

5. Confidentiality

The Contractor acknowledges that the City maintains participation records that may be protected as confidential under local, state, or federal law or ordinance and agrees to protect and maintain the confidentiality thereof.

Contractor further acknowledges that, as the Contractor to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Contractor agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Contractor as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Contractor for its reasonable costs incurred in

complying with this paragraph. Contractor also agrees to indemnify the City from all costs City incurs should Contractor fail to comply with these requirements.

6. Termination and Notice

Either party may terminate the Agreement with or without cause upon 20 days written notice mailed by first class mail, postage paid to the other party as follows:

If to City:

City of De Pere
Attention: City Clerk
335 South Broadway Street
De Pere, WI 54115

With a copy to:

City of De Pere
Attention: Recreation Superintendent
600 Grant Street
De Pere, WI 54115

If to Contractor:

Inner Dimensions Wellness, LLC
Attention: Roberta Jackson
2500 Haven Road
Green Bay, WI 54313

7. Independent Contractor

Contractor agrees that it is an independent contractor and not an employee of the City for purposes of the services rendered herein. Contractor shall secure at its own expense all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the City, nor shall they have or be deemed to have any direct contractual relationships with the City.

8. No Assignment/Entirety of Agreement/Severability

Contractor may not assign this Agreement, in whole or in part, to any other individual or organization without the written consent of City. This Agreement contains the entire Agreement between the parties and supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. If any provision of this Agreement is held invalid, illegal or unenforceable by any court of final jurisdiction, all other provisions of this Agreement be interpreted to remain valid, enforceable, and binding on the parties.

9. Authority

By signing below, the person hereby represents they have the authority to sign this Agreement and bind the respective party to the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

INNER DIMENSIONS WELLNESS, LLC

By:

Print Name: Roberta S. Jackson
Title: Registered Agent/Owner

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: November 17, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Chelsea Moberg

SUBJECT: Consideration & Possible Action to Approve Dropin Player Pass for Adult Basketball*

See attached memo and player pass document.

ATTACHMENTS:

- Park Board Memo - Drop In Pass and Update on League (PDF)
- Drop in Player Pass (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
 From: Chelsea Moberg
 Date: November 7, 2022
 RE: Adult Basketball League – Drop-in Player Addition & Update on League

Drop in Player Addition

During the 2022 pre-season managers meeting multiple team managers voiced having difficulty maintaining roster levels through a full season. Many team managers were struggling to fill their rosters this year and were concerned about being able to field a team for each night of play.

With support from the Team Managers present at the pre-season meeting, staff recommends the implementation of a Drop-in Player Pass for Adult Basketball. This would allow for one-time players to join the league, prevent forfeits, and maintain our liability needs through the signup process.

PDF detailing the Drop-in Pass included.

Potential Challenges:

- **Overpowering A Team / Ringers**
 - **Concern:** A team could bring in much better players to sway to league results.
 - **Solution:** We set a maximum of 2 drop in players per team per week to ensure most players on the court are part of the regular team. Drop-in Player Passes are not allowed during championships & the rules applying to roster additions apply to the passes.
 - **Teams Perspective:** The general consensus of managers was that they would rather play and potentially lose a game due to a Drop-in Player than not play at all.
- **Effect On Revenue**
 - **Concern:** Could we potentially lose expected revenue by offering this option?
 - **Solution:** By setting the drop-in rate at \$10 we anticipate receiving more revenue overall than we would have with the traditional set up.
 - **Teams Perspective:** They suggested the rate of \$10 as a fair fee & indicated they would be bringing in players who normally wouldn't be able or willing to play.
- **Legal & Liability**
 - **Concern:** Maintaining our standard liability processes through this additional signup option.
 - **How We Addressed:** Legal reviewed and approved a general liability waiver for Adult Basketball. It was added to the drop in player form. We made a note that the drop-in pass could be purchased and signed for by the team managers, but that waiver must be signed by that player and could be signed on site prior to game play.
 - **Teams Perspective:** None vocalized at this time.

Update On Adult Basketball League

This season we implemented the blended league option with 4 officiated and 4 self-officiated leagues offered for adult basketball. Pay rates for all staff were adjusted and a significantly larger pool of applicants were available for this season. As of the start of the season, we are currently 90% staffed. We are hiring an additional scorekeeper for the season along with subs for all positions. With existing staff levels, we can comfortably fill shifts each night.

One of the officiated leagues was transitioned to self-officiated following a request from all 6 team managers. After finalizing registration, we had 38 teams registered with 89 residents and 221 non-resident participants (2021 - 41 teams with 107 residents and 267 non-residents). International and National leagues were combined into one 8 team league. Continental was dropped and all teams migrated to Universal. This left us with two (2) officiated leagues and four (4) self-officiated leagues.

Revenue	(Projected) Expense
Team Fees - Self-Officiated \$1,200 - Officiated \$7,000 Player Fees - Residents \$3,471 - Non-Residents \$13,039	- Site Supervisors \$2,520 - Officials \$10,241 - Court Supervisors \$3,372 - Scorekeeper \$5,187
Total: \$24,710	Total: \$21,320

Option	Team Fee	Resident Player Fee	Non - Res Player Fee	Officials Wage	Other Wages
Officiated	\$500	\$39	\$59	\$40 / \$45	Site Supervisor - \$18/hr Scorekeeper - \$14/ga
Self-Officiated	\$50	\$39	\$59	-	Site Supervisor - \$18/hr Court Supervisor - \$16/ga Scorekeeper - \$14/ga

CITY OF DE PERE

Community Center

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



Drop In Player Pass – Basketball

Purchased a minimum of 24 hours prior to play times at the De Pere Community Center during business hours & valid for one time use only. Non-refundable. Max of 2 drop in players per team per night. Allowed through the first half of the season (through December).

No game site purchases available. Day & time must be filled in prior to processing.

Fee: \$10 / player / pass

Player or Team Manager Completes

Player Name: _____ **Date & Time of Game:** _____

Player Address: _____

Player Phone: _____ **Player Age:** _____

Team Name: _____ **League:** _____ **Location:** DPHS / WDPHS

I confirm that player information is correct, and all appropriate fees will be paid. Falsification of a player's address or information will result in that participant being banned from all Parks, Recreation and Forestry Department activities for one year. Teams will be dropped if they continue to use ineligible players or make a mockery of their games. Players will pay all expenses of repairing or replacing any publicly owned property they are responsible for damaging.

By signing this form, I agree to abide to the athletic league policies and league rules including the ones listed on this form.

Player or Team Manager Signature

Date

Office Completes

Payment Type: ___ Cash ___ Check ___ Card **Receipt:** _____

Date Processed: _____ **Person Approving:** _____

Pass is invalid until processed by the office & waiver signed. Waiver (second page) may be signed on site if Team Manager is the purchaser of the Drop in Pass. Office keeps original (place in basketball binder) & issues a copy to the purchaser

Player Completes

This waiver may be signed on site but must be done prior to taking the court to play or practice. Waivers must be signed by the individual participating in the league or program (or their legal representative)

AGREEMENT ASSUMING RISK OF INJURY OR DAMAGE, WAIVER, AND RELEASE OF CLAIMS AND INDEMNITY AGREEMENT FOR "City of De Pere Adult Basketball League"

I, the undersigned do hereby agree; to participate in the **City of De Pere Adult Basketball League** and am aware of and understand that there may be risks and hazards inherent with participation in this activity, including but not limited to the risk of death, personal injury or damage to myself and/or my property by participating in the **City of De Pere Adult Basketball League**. I affirm that I am doing so as a voluntary participant. In consideration of my participation in the **City of De Pere Adult Basketball League**, I, on behalf of myself, my family, my heirs, executors, administrators and assigns, do hereby agree to release, waive, absolve, defend, indemnify and hold harmless, the City of De Pere, its employees, officers, agents, representatives, officials and sponsors from and against any and all manner of actions, causes of actions, suits, debts, claims, demands, or damages, losses, liability or expense (including but not limited to all fees and charges of attorneys and other professionals and all other costs and expenses of court, arbitration or other dispute resolution costs) of every kind and nature incurred whatsoever and/or arising by reason of any actual or claimed negligent or wrongful act or omission whether caused or allegedly caused by, in whole or in part, either myself, any third party or any party indemnified herein, regarding or any loss suffered by me or the minor as a result of my participation in the **City of De Pere Adult Basketball League**, using the facilities, or engaging in any activities incidental therein during the duration of the this scheduled program. The City of De Pere DOES NOT provide accident insurance to participants in recreational activities and I assume full responsibility for any and all injuries or damages which may occur to me while participating in the **City of De Pere Adult Basketball League**.

I understand one purpose of this agreement is to bar me and my successors and assigns from suing or making a claim for any injury sustained while participating in the **City of De Pere Adult Basketball League**. Further, another purpose of this agreement is to indemnify the City of De Pere for my own actions.

I do hereby grant and give these groups the right to use my photograph or image with or without my name, both singly and in conjunction with other persons or objects and presentations, advertising, publicity, and promotion relating thereto.

Player Signature

Player Name (Printed)

Date



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: November 17, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Discussion and Update on Status of Nelson Family Pavilion
Technical Design.
