



Board of Park Commissioners

Regular Meeting

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

Agenda

Thursday, November 16, 2023

6:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Board of Park Commissioners** of the City of De Pere will be held on **November 16, 2023 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. Chapter 6-3(f) DPMC

III. Items

1. Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from the October 19, 2023 Meeting.
2. Consideration and Possible Action to Approve Southwest Park Shelter Renovation Bid.*
3. Consideration and Possible Action to Approve Changing Recreational Management Software to CivicPlus.*
4. Consideration and Possible Action to Approve NEW Water Agreement.*

IV. Staff Updates

1. Staff Update on Comprehensive Outdoor Plan.
2. Staff Update on Holiday Light Show.
3. Staff Update on Playground Installations and Openings.
4. Staff Update on NEW Water Tree Grant

V. Future Agenda Items

VI. Adjournment

Any person wishing to attend this meeting who, because of their 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
Tony Wachewicz, City Attorney
Marty Kosobucki
Carey Danen, City Clerk
City Hall 1st and 2nd Floor
De Pere Girls Softball
Connor Goodman, Teen Advisor
Connor Mason, Teen Advisor
Jared Schmidt, Robert E Lee
Chris Berg, IEI General Contractors
Jeff Sabel, Bayland Builders

De Pere Youth Hockey
De Pere Select Soccer
De Pere Area Chamber of Commerce
Definitely De Pere
Brown County Library – De Pere
TV & Radio Stations
De Pere Rapides Youth Soccer
De Pere Baseball
Christopher Thompson, De Pere School Dist.
Dennis Krueger, WDP School District
Mark Sauer, Mead and Hunt
Angela Kowalzek, NEW Water
Andy Brackett, CivicPlus

***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 16, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Grace Lahtela

SUBJECT: Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from the October 19, 2023 Meeting.

ATTACHMENTS:

- Draft Minutes 10-19-23 (PDF)



Board of Park Commissioners

Regular Meeting

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

Draft Minutes

Thursday, October 19, 2023

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

Attendee Name	Title	Status	Arrived
Melissa Thiel Collar	Board Member	Excused	
Ryan Jennings	Board Member	Present	
Jim Kneiszel	Board Member	Excused	
Amy Chandik Kundinger	Aldersperson	Present	
Shana Defnet Ledvina	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
Randy Soquet	Board Member	Present	
Connor Mason	Teen Advisor	Present	
Connor Goodman	Teen Advisor	Present	

Others Present:

Marty Kosobucki, Director of Parks, Recreation, and Forestry

Grace Lahtela, Administrative Assistant

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. Chapter 6-3(f) DPMC

None

III. Items

1. Consideration and Possible Action to Approve Board of Park Commissioners Minutes from the September 21, 2023 Meeting.

Aldersperson Defnet Ledvina moved to approve the minutes for the September 21, 2023 Board of Park Commissioners meeting, seconded by Ryan Jennings. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Aldersperson
SECONDER:	Ryan Jennings, Board Member
AYES:	Jennings, Kundinger, Defnet Ledvina, Raasch, Soquet
EXCUSED:	Melissa Thiel Collar, Jim Kneiszel

2. Consideration and Possible Action to Approval of Proposal from Pink Flamingo for Improvements to the Legion Softball Field. *

Aldersperson Raasch moved to approve the proposal from Pink Flamingos for improvements to the Legion Park softball field fence, seconded by Randy Soquet.

Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that the \$8,000 donation from Pink Flamingos is not the full cost of the improvements. Staff is

recommending the remaining ARPA funds from the Legion Park field renovations be used for the project.

Upon vote, the motion passed unanimously.

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

3. Consideration and Possible Action to Accept De Pere Baseball Proposal to Improve Gandrud Field. *

Alderperson Raasch moved to accept a donation from De Pere Baseball for improvements to Gandrud Field at Southwest Park valued at around \$2,000, seconded by Alderperson Defnet Ledvina. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Jennings, Kundinger, Defnet Ledvina, Raasch, Soquet
EXCUSED:	Melissa Thiel Collar, Jim Kneiszel

4. Annual Report from Brown County Extension on Community Garden.

Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that at the last meeting the Park Board requested that an annual report was submitted from the Brown County Extension for review. Attached is the report for the 2023 growing season and will now be submitted annually after the growing season is complete.

Randy Soquet commented that he hopes the problems that occurred this year are avoided next year and that the community gardens are a great asset to the community.

Alderperson Chandik Kundinger requested that, if possible, any type of metrics for donated food would be a great addition to the report.

RESULT:	DISCUSSED
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5. Consideration and Possible Action to Approve Relocation of the Preserve Trail by Innovation Court and Southbridge Road. *

Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that Scott Thoresen, Director of Public Works is present if anyone has any specific questions about the project. Marty explained that the corridor is being redone as part of the DOT Southern Bridge project. There is going to be a round-a-bout added and the trail needs to be adjusted. The proposal is for the trail to come out on Innovation Court and then go down to South Bridge to better fit the corridor project.

Alderperson Raasch questioned why the trail needs to be relocated. In the picture provided it appears that the trail would not be in the construction corridor. Scott Thoresen, Director of Public Works explained with the new South Bridge corridor, Innovation Court will be raised by approximately 15' for the new interchange on 41. The proposed design fits the vertical elevation and the overall corridor plan better.

Alderson Raasch moved to approve the relocation of the Preserve Trail, seconded by Alderson Chandik Kunding. Upon vote the motion was approved unanimously.

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

6. Consideration and Possible Action to Remove the James Street Dock Extension from the 2022 Capital Projects.*

Ryan Jennings moved to remove the James Street dock extension project from the 2022 capital projects, seconded by Randy Soquet. Upon vote, the motion passed unanimously.

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

7. Review and Discussion on Service analysis from Mead and Hunt.

Mark Sauer from Mead and Hunt was present at the meeting to discuss the draft copy of the Service Analysis that was done in conjunction with the COMP Plan. Mark explained that the analysis was prepared using peer evaluation of neighboring municipalities, national metrics, and the private sector. He explained that the neighboring municipalities were not very responsive to questioning.

The survey findings show that the City of De Pere has a park and forestry inventory that is robust, with a wide range of services provided. The survey respondents love all the street trees and feel that the city should plant more. They also feel that the street trees are well maintained, and the staff is doing a good job. Both the forestry and park departments got a good ranking in terms of services provided.

An analysis was conducted, comparing the departments with the private sector, utilizing eight different private contractors. It was difficult to compare the private sector to the departments because private contractors do not provide all the services that the departments are responsible for. It was noted however that staff salaries do have a lower cost than what the price from the private sector would charge for services.

In comparison of staffing numbers to national averages, the City of De Pere employs 15 full-time staff. This level of staffing would be in the lower quartile per the national park and recreation association per the size in acreage of the park system. The median number of employees for De Pere's parkland acreage is 32 employees.

The park system contains a total of 485 acres, but of the 485 acres there are 40 acres that the city is not responsible for the operations and maintenance of, the Brown County Fairgrounds and the Fox River Trail, leaving a total of 445 acres. With this adjusted total of 445 acres, this computes to 17.5 acres per 1,000 people, which is approaching the

upper quartile of the national average at 17.9. The surrounding communities have an average of 14.5.

Ryan Jennings questioned if South Park in Rockland off Ryan Road is included in part of the acreage. Marty Kosobucki explained that even though there is not a lot of maintenance done to the park, it is included in the total acreage, and we are responsible for the upkeep of the park.

Mark Sauer then discussed the operating expenses and stated that there was a notable increase from last year, but the city still falls below the national median. With a population density of approximately 2,000 residents/square mile, the City of De Pere's operating expenses computes to \$6,156 per acre. The NRPA average, with the same population density, is around \$13,000 per acre. The analysis shows that the City of De Pere employs a significantly lower number of employees per the average with lower expenditures.

Ryan Jennings questioned if the expenditures per acre was just using employee cost, or if it includes the total park budget. Mark Sauer stated that it is based off the city operating budget.

Alderson Raasch questioned if the staffing calculations were just full-time employees or if they also included seasonal employees and what the national average uses. Mark Sauer commented that the national average just compares full-time employees. Marty Kosobucki verified that the number used is just our 15 full-time employees. Alderson Raasch stated that there are discrepancies between the contractor and city staff costs because there are no capital equipment or administrative costs in the city expenses. To be more accurate, these costs should be included. Alderson Raasch commented that the analysis shows that the city does a great job in a cost-effective manner.

Alderson Defnet Ledvina commented that she agrees that the survey shows the park and forestry departments are doing a good job.

Marty Kosobucki commented that a general assumption would be that all national park, recreation, and forestry departments employee seasonal employees in some capacity. The analysis is not to account for every penny, but to get an understanding of what type of job is being done. The analysis is in draft form, and if possible, they will try to include capital costs in the final numbers.

Alderson Raasch stated that it is good to see the analysis and the possibility of having public / private partnerships and the ability to budget for things in the future.

RESULT:	DISCUSSED
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8. Consideration and Possible Action to Approve the Comprehensive Park Plan. *

Mark Sauer from Mead and Hunt reviewed the draft plan of the Comprehensive Outdoor Recreation Plan, explaining that there have been many updates to the plan already. Mark explained the information gathering stage and that they tried many ways to try to reach out and engage the public. From the responses received, the consensus is that the parks are a great system that meets the needs of the community. There were some comments on things residents would like to see improved, like improvements to ADA accessibility

in some existing parks, the inclusion of arts in the parks, and to improve and add access to the river.

Marty Kosobucki, Director of Parks, Recreation, and Forestry stated that staff has reviewed the draft copy and there are clerical corrections that are needed throughout the draft, and priority listings adjusted. Marty questioned the Park Board if they wanted to go through each park separately, or if they wanted a summary of the items staff has addressed. Marty provided a summary of the main items that need to be addressed and corrected on the final document. First, the graphics on the map for Carney Park need to be adjusted. Next, the budget amount for Wilson Park needs to be adjusted to show the cost estimate provided by Graef for the designed improvements to the park of \$150,000 and the priority listing should be a high priority. Next is the development of a community garden at Samantha Park. Samantha Park is the park that was determined a good fit for another community garden, but staff would like to see the location of the garden relocated within the park and placed behind the current urban orchard. Staff is also requesting the addition of two pickleball courts at both Legion Park and VFW Park be listed in the plan. At Optimist Park there is a mini field proposed, but the addition of an ADA path from the concession stand to the lower field needs to be added and the parking lot expansion off Erie Street is shown in the wrong area. There has been a skate park referenced for a while, and now the location of the skate park is identified on the Southwest Park map. Lastly, a kayak/canoe launch is included in the long-range plans at Voyageur Park, but there may be ADA difficulties utilizing it in this area.

Alderperson Defnet Ledvina questioned why it is suggested to place additional pickleball courts at the existing courts and not locate them at additional parks. Marty Kosobucki explained that it is more cost effective to add them to existing courts.

Connor Goodman, Teen Advisor questioned the proposed skate park at Southwest Park. Marty Kosobucki explained that there is no design of the skate park yet, the location is just identified in the park, which is by the silo.

Alderperson Raasch questioned the ice center and what is projected with it. Marty Kosobucki stated that it is hard to predict anything until the condition analysis is performed, which is still in the budget for 2024.

Connor Mason, Teen Advisor, questioned the timing of the skate park. Marty Kosobucki explained with a large project, it is hard to get any momentum unless a group drives fundraising efforts, or if donations are received.

Connor Mason also commented on the tennis and pickleball courts. He stated that even with the popularity of pickleball, he hopes that at least two tennis courts are kept at the parks. With the number of people that play tennis regularly at Legion Park, one court would not be enough to accommodate all the people that play. Marty Kosobucki explained that the plan would be to keep two tennis courts at each location and add additional pickleball courts, not eliminate any tennis courts.

Randy Soquet stated that the tennis courts at the schools are open for public use as well, as long as there is not any school programming being held at them.

Alderson Defnet Ledvina stated that from the survey results, 75 % of the responses state that street trees are very important and 81% say there should be more trees. She feels street trees should be prioritized more in the COMP plan. The way that the street tree replacement program is currently, the city will never accomplish the goals they are trying to achieve. Marty Kosobucki stated that street tree replacement is something that warrants a larger discussion other than the COMP Plan, but maybe it would be appropriate to be listed as an objective in the plan.

Ryan Jennings agreed that the street tree replacement program needs to be discussed. Ryan feels that if a street tree is removed for some reason, then the homeowner should automatically get another tree unless they reject the planting.

Ryan Jennings questioned if the Bomier Boat Launch kayak rental program is not taking place. Marty Kosobucki explained that there was some cost sharing that the mayor did not put into the 2023 budget, so Definitely De Pere did not go through with the project. Marty also stated that with the boat traffic and parking issues, he is not confident that Bomier is the best location for this type of facility. Ryan explained that the more the river is used, the more accessible and lively the community looks. If the kayak rental cannot go at Bomier, Ryan feels that it should be considered at a different location in the city.

Alderson Raasch moved to open the meeting to public comment at 7:45 pm, seconded by Alderson Defnet Ledvina. Upon vote, the motion passed unanimously.

James Anderson commented that boat traffic is a concern for all residents that live on the river. Also, Mr. Anderson stated that the COMP plan doesn't do any good unless something is done with the information. There is a lot of data collected and information provided, but the way the COMP Plan is now, there is too much information provided. There needs to be a 1–2-page summary that shows what the plan is for each park. A summary that the community can easily see what is planned in the next few years at the parks and provide some influence.

Alderson Raasch moved to return to regular order at 7:47 pm, seconded by Ryan Jennings. Upon vote, the motion passed unanimously.

Marty Kosobucki questioned if the Park Board would like the survey to be part of the final draft of the COMP plan, or if it should be a separate document. The survey results are over 100 pages, so if it is removed the final plan would be much shorter. Park Board recommended the summary to be a separate document.

Alderson Raasch stated that he likes the survey but feels it should be left out of the COMP plan. He also explained that the Planning Commission tracks projects online so residents can see the status of city projects at any time. This might be a good idea to implement for future park projects.

Marty Kosobucki explained that process of approving the COMP Plan and stated the recommended updates will be completed to the plan and then it is forwarded to the Planning Commission for review. Once it meets Planning Commission approval, then it will go to Common Council for final approval.

Randy Soquet moved to approve the Comprehensive Outdoor Plan with the recommended changes, seconded by Alderperson Chandik Kundinger.

Alderperson Defnet Ledvina questioned if an updated copy is forwarded to the Park Board before it goes on for approval. Marty Kosobucki stated that he will forward a copy to all Park Board members once the updates are completed for a final review.

Upon vote, the above motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Randy Soquet, Board Member
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Jennings, Kundinger, Defnet Ledvina, Raasch, Soquet
EXCUSED:	Melissa Thiel Collar, Jim Kneiszel

IV. Staff Updates

1. Staff Update on Southwest Park Shelter Repairs.

Marty Kosobucki, Director of Parks, Recreation, and Forestry stated that the RFP for the Southwest Park shelter repair was advertised for bids this week, with the second advertisement to be run next week.

RESULT:	DISCUSSED
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2. Staff Update on Nelson Pavilion.

Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that the Nelson Family Pavilion project is almost ready to get started. There are some issues that are being addressed with WPS, but the utilities should be disconnected to the old building next week and then the building will be demolished. Construction equipment will be mobilized the following week.

RESULT:	DISCUSSED
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3. Staff Update on Budget Workshop.

Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that there was nothing major to report from the budget workshop. As of now, there hasn't been anything major cut from the Parks budget.

RESULT:	DISCUSSED
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4. Staff Update on Playground Installations.

Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that the first layer of the poured in place surfacing at Legion and Kelly Danen should be poured tomorrow, with the final layer to be poured the week of October 23rd. Lawton Park is waiting for the sidewalk to be poured before the wood fiber can be placed. With the Kelly Danen playground being funded by a donation, staff would like to have an official ribbon cutting ceremony once the poured in place surfacing is finished.

RESULT:	DISCUSSED
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V. Future Agenda Items

None

VI. Adjournment

Aldersperson Chandik Kunding moved to adjourn the meeting at 7:57 pm, seconded by Aldersperson Raasch. 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 16, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Approve Southwest Park Shelter Renovation Bid.*

ATTACHMENTS:

- Memo.Southwest Park Shelter Summary (DOCX)
- L110823a_recommendation letter (PDF)

CITY OF DE PERE

MEMO



To: Board of Park Commissioners
 From: Marty Kosobucki
 Date: November 16, 2023
 RE: Southwest Park Shelter Repair

We have received the bids for the repair work to the Southwest Park Shelter. I have included a summary of bids for you within your packet of information. The Park Board will need to discuss which direction to go as it relates to the alternate bid. This discussion is important because the low bidder for the base bid is different from the bidder that would have the alternate included.

Background:

Within our bid, we advertised for an alternate bid which would cover the upgrading of a shingle roof to a metal roof. The concern or obstacle with the alternate bid is that the cost for upgrading to a metal roof would not be covered by insurance, whereas the base bid will be covered by insurance. Costs related to the alternate bid would be an out-of-pocket expense to the City. We requested the alternate bid as metal roof costs have come down over the years (compared to shingles) and the benefits of a metal roof are substantial (ie. Longevity, durability, resistance to vandalism, etc...). A metal roof could potentially last the life of the building, whereas a shingle roof will likely have to be replaced 1-2 more times during its life. We anticipate the difference or upgrade to a metal roof would be approximately \$19,000 out of pocket expense from the City to upgrade to a metal roof.

Below are the recommended options to choose from for accepting a bid for the repair of Southwest Park Shelter.

Option 1 – Accept base bid from IEI General Contractors in the amount of \$124,000 which would include a shingle roof.

- We feel this is an acceptable route and would be of small financial impact to the City.

Option 2 – Accept base bid and alternate bid from Bayland Buildings in the amount of \$142,615 which would include a metal roof upgrade. Funding for the difference between Option 1 and Option 2 would need to be requested from City Council to come from Unassigned Reserves.

- We feel this would make long term financial sense as a metal roof should last the life of the building and ultimately save the City money on replacing the roof 1-2 more times during the life of the building.

November 8, 2023

Mr. Marty Kosobucki, Director of Parks, Recreation & Forestry
CITY OF DE PERE
925 South Sixth Street
De Pere, WI 54115

RE: Southwest Park Restroom Restoration
De Pere Contract 23-23 / REL Contract 404-23-02

Dear Mr. Kosobucki:

Bids were opened on November 8, 2023, for the Southwest Park Restroom Restoration project, REL Contract 404-23-02. Bids were received from three (3) contractors, ranging in cost, from \$124,000.00 to \$133,165.00 for the base bid, with an alternate cost solicited for a metal roof option on the pavilion. A bid tabulation of the base bid and alternative costs is enclosed.

Should the City decide to go with the base bid (the asphalt shingle roof), we would recommend award to the low bidder, IEI General Contractors, De Pere, Wisconsin with a base bid of \$124,000.00. However, if the City would choose to go with the metal roof (Alternate), we would recommend award to the low bidder, Bayland Buildings, Inc., Hobart, Wisconsin, with an alternate cost of \$142,615.00.

We have reviewed the documents submitted with the bids. If you have any questions, please do not hesitate to call our office.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Jared G. Schmidt, P.E., V.P.
Civil/Municipal Engineering Services Manager

JGS/LAR

ENC.

ITEMIZED BID TABULATION

OWNER: CITY OF DE PERE
 PROJECT: SOUTHWEST PARK RESTROOM RESTORATION
 CONTRACT: 404-23-02
 BID DATE: WEDNESDAY, NOVEMBER 8TH - 1:00 P.M.

Line Item	Item Code	Item Description	Unit	Qty.	IEI GENERAL CONTRACTORS De Pere, Wisconsin		MIKE KOENIG CONSTRUCTION Sheboygan, Wisconsin		BAYLAND BUILDINGS Hobart, Wisconsin	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid										
1	5000.01	Park Restroom Restoration, with an asphalt shingle roof, Complete.	LS	1	\$124,000.00	\$124,000.00	\$132,500.00	\$132,500.00	\$133,165.00	\$133,165.00
Alternate Bid										
2	6000.01	Park Restroom Restoration, with a metal roof, Complete, in lieu of Bid Item 1.	LS	1	\$33,000.00	\$157,000.00	\$161,868.00	\$161,868.00	\$9,450.00	\$142,615.00
Total Contract 404-23-02					\$124,000.00		\$132,500.00		\$133,165.00	



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: November 16, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Approve Changing
Recreational Management Software to CivicPlus.*

ATTACHMENTS:

- CivicPlus Rec Mgmt Agreement 11.23 (DOCX)
- CivicPlus Agreement (PDF)

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
Chelsea Moberg, Recreation Supervisor

DATE: November 1, 2023

RE: Approval of CivicPlus Recreation Management Software

Staff are seeking Board of Park Commissioners approval in the transition from existing recreation software systems to CivicPlus Recreation Management Software. This transition will reduce overall annual software system fees, increase ease of use by customers, and reduce redundant staff tasks through system integrations.

Over the years, our registration software company, ActiveNet, has increased their costs significantly, with a new increase just this past July, which will put us on track to pay over \$35,000 this year in transaction fees. The software has proven to be cumbersome and does not provide an all-inclusive solution for our department's needs. For a long time, we have not had a dedicated rep as ActiveNet suffered a lot of turnovers. We have experienced a variety of billing issues and it's very hard to receive timely support from customer service. Thus, staff has researched alternative integrated, web-based and fully hosted recreation management software companies and is recommending entering into an agreement with CivicPlus Recreation Management. Key benefits include:

- CivicPlus encompasses all recreation management software under one platform – activity registrations, reservations, memberships, payment plans, POS, league scheduling/standings/registrations, email/SMS messaging, ticketing, surveys, and volunteer management with room for growth.
- Provides complete hosting and maintenance of our data on CivicPlus' secure servers.
- By consolidating services with one company, the City will incur significant cost savings.
- Third party credit card gateway processor recommended is Forte, which the City is already utilizing. Reducing current card fees from up to 7.38% to 2.8% per transaction.
- Credit card service fee would be passed on to the customer.
- City is currently using other platforms with CivicPlus – Social Media Archiving, Municode, C-Click Fix (citizen request management tool) and Seamless Docs so the master services agreement is the same and may receive better rates.
- Staff have collaborated with affected internal departments (Finance, IT) and have their support.
- Currently we are paying for separate services which do not integrate: RecDesk POS, QuickScores, ActiveNet Registrations, Survey Monkey, and future Activity Messenger. We are utilizing Microsoft Access for reservations, which is extremely basic, requires paper contracts and no online capability. One platform will not only save staff time in multiple ways but also provide more robust, easy-of-use tools for our customers, instructors, and coaches.
- This transition will expand our services to provide online reservations, integrated master calendar scheduling, exportation of activities to personal calendars, league management to

include scores & schedules, parent/player portal, coaches' portal, unlimited SMS texting notifications, intuitive email communications, surveys for activity or facility rentals, volunteer management, ticketing capability, activity brochure interface and social media tools for marketing. Also includes Musco Lighting integration and GIS integration. Optional add-ons include Document Management and AudioEye Enterprise for ADA accessibility.

Cost Comparison

Please note that there are no additional anticipated costs incurred to implement in 2024.

2024 Cost		2025+ Cost	
Current Systems ActiveNet \$32,000 RecDesk \$6,800 Quick Scores \$700 Survey Monkey \$380 Activity Messenger \$600	Implementing Civic Plus Annual \$10,249 Implementation \$8,748 Hardware \$4,400 Systems Overlap \$7,700	(Without Change) Current Systems ActiveNet \$32,000 RecDesk \$6,800 Quick Scores \$700 Survey Monkey \$380 Activity Messenger \$600	Annual Civic Plus Annual \$10,249 +3% uplift
Total \$40,480	Total \$31,097	Total \$40,480	Total \$10,249
Expected 2024 Savings \$9,383		Expected 2025+ Annual Savings \$30,231	

For ease of comparison, see chart depicting our current services vs. CivicPlus Rec Management.

Services	Current Systems	CivicPlus
Activity Registration	ActiveNet & Manual	Included
- Online registration	Partially available	Included
- Automated participant communications & surveys	Not available	Included
Event / Ticket Sales	Manual	Included
Facility Reservation	Manual	Included
- Online booking options	Not available	Included
- Automated integration with program schedules	Not available	Included
- Automated renter communications & surveys	Not available	Included
- Musco Lighting Integration	Manual	Included
League Registration & Management	Manual & Quick Scores	Included
- Scheduling & Standings	Quick Scores	Included
- Online team & player registration	Not available	Included
Mass Communication (SMS / Email)	ActiveNet, Quick Scores, Manual, social media	Included
Membership Management	ActiveNet	Included
Point of Sale	RecDesk & Manual	Included
Digital Waiver Management	ActiveNet, Quick Scores, & Manual	Included
Survey Management	SurveyMonkey	Included
Volunteer Management	Manual	Included
Ongoing Customer Support	ActiveNet has no consistently available support at any time of day.	Included 7 am – 7 pm weekday support + 24/7 emergency calls
GIS Residency Automatic Integration	Unavailable	Included



Master Service Agreement and Statement of Work Addendum

THIS Master Services Agreement and Statement of Work Addendum ("Addendum") hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement, found at: <https://www.civicplus.help/hc/en-us/p/legal-stuff>, and/or Statement of Work ("Agreements") and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the "Special Terms"), as described below, as agreed upon by CivicPlus and De Pere, WI. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. ADDITIONAL TERMS

49. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, and the exclusive jurisdiction for any disputes arising out of or related to this Agreement shall be the state and federal courts located within Brown County, Wisconsin, without regard to its conflicts of law principles

2. AMENDMENTS

The terms and conditions of the Agreement are hereby amended as follows:

Document and Section	Amended Language
MSA §1	This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW at any time for any reason upon 60 days written notice to the other party, or as set forth in such SOW, or at its discretion effective immediately upon written notice to the other Party if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for Customer's breach, Customer's right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.
MSA §32	CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
MSA § 40	The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) business days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.
MSA §48	This section intentionally omitted.

**Addendum to the Agreements by and between CivicPlus, LLC and De Pere, WI****Acceptance**

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the dates below.

Client**CivicPlus**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: November 16, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Don Melichar

SUBJECT: Consideration and Possible Action to Approve NEW Water Agreement.*

ATTACHMENTS:

- Memo to PB to approve NEW Water sub-award agreement 11-8-23 (PDF)
- NEW Water Grant Agreement (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Don Melichar, Park Superintendent/City Forester
Date: November 8, 2023

RE: **NEW Water - De Pere Sub-Award Grant to Plant Trees in the City of De Pere**

Staff are seeking the Park Board's approval to move forward with a grant agreement between NEW Water/GBMSD (Green Bay Metropolitan Sewerage District) and the City of De Pere. This grant agreement allows NEW Water to provide the City with 250 1"-2" dbh (diameter at breast height) trees to be planted in the City from December 1, 2023 through August 1, 2026.

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

Green Bay Metropolitan Sewerage District (GBMSD)
PROFESSIONAL SERVICES AGREEMENT
US Forest Service GLRI Grant
A NEW Water Partnership to Reduce Stormwater Runoff in Brown County, WI

City of De Pere
 2023

This Professional Services Agreement (and all exhibits or other documents attached to or referenced herein, each of which is incorporated in its entirety by this reference) collectively "the Agreement" is being entered into by and between the City of De Pere, for purposes of engaging the City of De Pere to render the hereinafter described services in accordance with the terms and conditions hereof for the benefit of GBMSD. The Professional Services Agreement is made and entered into this ____ day of _____, 2023.

1. SCOPE OF ENGAGEMENT.

GBMSD engages the City of De Pere ("De Pere") (DUNS #: 110030257) to **plant 250 trees from December 1, 2023 to August 1, 2026** and assume all responsibility for tree maintenance and grant-associated activities as described in the Scope of Services document attached hereto as Exhibit 1 and incorporated herein by reference ("Services"). De Pere represents and warrants to GBMSD that it has reasonably sufficient training, experience, and qualifications to perform said Services in compliance with all applicable federal, state and local laws/regulations.

De Pere is being engaged to perform the Services herein as a subawardee of GBMSD, who is the recipient of a United States Forest Service (USFS) – Great Lakes Restoration Initiative ("GLRI") grant entitled **A NEW Water Partnership to Reduce Storm water Runoff in Brown County, WI** ("Grant"). As a sub-awardee, De Pere shall not be responsible for any direct USFS grant reporting required by or relating to said Grant. De Pere shall report directly, and exclusively, to GBMSD's Contract and Grant Specialist, Angela Kowalzek, 2231 N. Quincy St, Green Bay, WI 54302, 920-438-1072, akowalzek@newwater.us.

During the performance of the Services, De Pere shall submit to GBMSD for final resolution any question, decision, or matter regarding which De Pere reasonably believes is subject to professional judgment and about which De Pere is not certain.

2. TERM OF SERVICES.

The Term of this Agreement and the Services to be provided hereunder shall commence as of the date first set forth above and continue until **August 1, 2026** ("Term"); provided, however, that GBMSD shall have the option, exercisable in its discretion, to renew and extend the Term as needed to meet the obligations of the Grant. GBMSD shall exercise its renewal and extension option by providing written notice to De Pere on or before the end of the Term, and GBMSD may terminate this Agreement and the Services at any time upon not less than thirty (30) days' advance written notice to De Pere. GBMSD shall pay De Pere all compensation due hereunder, and De Pere shall provide the Services through the effective date of any termination.

This Agreement and the Services to be provided hereunder may be terminated by either party if the other party materially defaults under any term or condition of this Agreement, if under any term or condition of the Agreement, the default remains uncured for a period of fifteen (15) days' following the defaulting party's receipt of written notice of such default.

3. COMPENSATION.

In consideration of the Services, GBMSD shall pay De Pere for its Services, **not to exceed \$31,250**. Payment will be made within thirty (30) days upon receipt of invoices and appropriate documentation of services rendered. Note: At times, GBMSD may request interim or quarterly invoices to meet grant reporting requirements.

4. PAYMENTS/DELIVERABLES.

At least once per year, at the end of the year, during the Term, De Pere shall submit to GBMSD a brief summary of trees planted (both grant and match funded), labor costs (for non-federal funds match), and maintenance activities performed.

De Pere shall be responsible for and pay all payrolls, employment, and other taxes and governmental obligations arising from the compensation and fees paid by GBMSD to De Pere hereunder.

5. FEDERAL REGULATIONS.

- A. De Pere is subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400 and must follow the regulations found in 2 CFR 200.3630 through .332.
- B. De Pere shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- C. De Pere agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must:

- i. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
- ii. Specify the actions De Pere will take against employees for violating that prohibition; and
- iii. Let each employee know that, as a condition of employment under any award, the employee:
 - a) Shall abide by the terms of the statement, and
 - b) Shall notify De Pere in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

De Pere agree(s) that it will establish an ongoing drug-free awareness program to inform employees about

- i. The dangers of drug abuse in the workplace;
- ii. The established policy of maintaining a drug-free workplace;

6. CONFIDENTIAL INFORMATION.

De Pere agrees that any and all information relating to GBMSD's business operations including, without limitation: (a) know-how, inventions, ideas, product information, and trade secrets; (b) financial and pricing information; (c) customer and supplier identities and information; and (d) information relating to GBMSD's past, present, and future sales; marketing and research and development activities that may be imparted to, or in any way obtained directly or indirectly by De Pere through GBMSD; and the results of De Pere's performance of the Services pursuant to this Agreement, shall be maintained confidential information and secret. Confidential information as used herein shall not include, and De Pere may disclose in its discretion, information that is generally known to the public, information legally required to be disclosed pursuant to judicial order or other legal proceedings, information required by applicable law or regulations to be disclosed to governmental authorities, or information that is lawfully disclosed to De Pere by a third party not subject to this Agreement. The City of De Pere shall comply with the Wisconsin Open Records Law as required by Chapter 19 of the Wisconsin Statutes. Confidential information obtained by De Pere shall not be used for the benefit of or disclosed to others, except to duly authorized persons employed or retained by GBMSD, without prior written consent and approval of GBMSD. Upon termination or expiration of this Agreement, De Pere shall return to GBMSD all written or descriptive matter (whether in paper or electronic form) that contains confidential information. The obligations imposed on De Pere by this Section 5 shall survive the termination or expiration of this Agreement and its Services for a period of three (3) years thereafter.

7. INDEMNIFICATION; INSURANCE.

Each party hereby indemnifies and holds the other harmless from and against any and all claims, actions, damages, liability, loss and expense (including reasonable attorneys' fees) suffered in connection with any loss of life, personal injury and/or damage to property arising from or out of: (i) breach of or nonperformance under this Agreement; and (ii) negligent acts or omissions or intentional misconduct. Any indemnified amount payable hereunder by either party to the other shall be net of insurance proceeds, if any, actually received by the indemnified party and pertaining to the indemnified claim. Except for the foregoing indemnification, GBMSD shall not be liable to De Pere, and De Pere shall not be liable to GBMSD for any incidental, consequential, special, exemplary, and punitive or other loss, cost, expense or damages in excess of actual

damages, and each party's liability to the other shall be limited to the aggregate amount of compensation payable by GBMSD to De Pere pursuant this Agreement.

Where De Pere requires the use of a vehicle(s) in the performance of work under this Agreement, De Pere will, at all times during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to GBMSD and/or in accord with Industry standards, for property damage, bodily injury or death. De Pere shall provide GBMSD with a declaration showing insurance liability limits prior to payment of the first invoice. De Pere has the responsibility and obligation to provide workers' compensation insurance for De Pere employees, agents and/or sub-consultants, except for "casual employees." De Pere is responsible for health, accident, catastrophic, and other insurance, none of which is the obligation of GBMSD.

Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or stop the City of De Pere or its insurer to rely upon the limitations, defenses, and immunities contained within 345.05 and 893.80 of the Wisconsin Statutes. To the extent that indemnification is available and enforceable, the City of De Pere or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

8. PROPRIETARY RIGHTS, ASSIGNMENT.

The term "Business Ideas" means all ideas, designs, modifications, formulations, specifications, concepts, know-how, trade secrets, discoveries, inventions, data, software, developments and copyrightable works, whether or not patentable or registrable, which De Pere originates or develops, either alone or jointly with others while De Pere is engaged by GBMSD, and which are: (i) related to any business known to De Pere to be engaged in or contemplated by GBMSD; (ii) originated or developed during De Pere's performance of the Services; or (iii) originated or developed in whole or in part using materials, labor, facilities, or equipment furnished by GBMSD in connection with the Services. GBMSD will own, and De Pere hereby assigns to GBMSD and agrees to assign to GBMSD in the future, all rights in all Business Ideas that De Pere originates or develops either alone or working with others while De Pere is engaged with GBMSD. All Business Ideas that are or form the basis for copyrightable works are hereby assigned to GBMSD and/or shall be assigned to GBMSD or shall be considered "works for hire" as that term is defined by U.S. Copyright Law. Notwithstanding anything in this Agreement to the contrary, GBMSD shall not acquire any right, title, license, or interest in or to any intellectual property or proprietary or confidential information of De Pere that: (i) existed prior to the effective date of this Agreement, or (ii) is not directly created as a Business Idea hereunder as a result of GBMSD's engagement of De Pere hereunder.

9. FREEDOM TO PROVIDE SERVICES.

De Pere represents and warrants that it is under no present obligations or restrictions, nor will it assume any obligation or restrictions, that will conflict with or prevent GBMSD from engaging De Pere to perform any of the Services required by this Agreement.

10. ASSIGNMENTS, AMENDMENTS, SUCCESSION, AND WAIVERS.

Neither party may assign this Agreement or any interest herein (except that either party may assign this Agreement to any of its parent, subsidiary(ies) or affiliated entities or to a purchaser of substantially all of the assets or voting stock (or other securities)) without first obtaining the express written consent of the other party. This Agreement may not be amended or supplemented except by written agreement signed by each of the parties. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their successors and permitted assigns. No express or implied waiver, or any prior breach of or default under this Agreement, shall constitute a waiver of any subsequent breach or default hereof, and no waiver shall be implied thereby.

11. ENTIRE UNDERSTANDING.

This Agreement expresses the entire understanding between De Pere and GBMSD with respect to the subject matter hereof, including without limitation, De Pere's delivery of the Services to GBMSD.

12. INDEPENDENT MUNICIPAL AGENCIES.

Each party to this Agreement is, and shall at all times during the Term remain, an independent Municipal agency acting exclusively as an independent Municipal agency. Neither party shall be deemed or construed to be partners, joint venturers, principal and agent, employer/employee, or anything but independent Municipal Agencies. Neither party shall have the power nor authority to bind the other, except as may be expressly set forth herein. De Pere shall not be entitled to participate in any employee benefit or welfare plan maintained from time to time by GBMSD for its employees

13. INTERPRETATION; GOVERNING LAWS.

This Agreement and any other documents made part of this Agreement shall be read together and harmonized to the greatest extent reasonably possible; provided, however, any direct conflict between the terms and conditions of this Agreement and the attached documents shall be resolved in favor of this Agreement. This Agreement shall be subject to such further written agreements, executed by the undersigned parties, as may be made during the Term of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. De Pere shall comply with all federal, state, and local statutes, rules and ordinances related to De Pere's performance of the work.

14. NOTICES.

Notice to either party shall be deemed to have been given when delivered to it in person, by fax, by e-mail, or if mailed by registered or certified mail on the third day after deposited in the mail and if delivered by delivery service with proof of delivery, on the date received provided the notice is sent to the address or fax number shown above, or at such other address or fax number as De Pere instead may from time to time designate in writing by notice to GBMSD in the same manner as herein set forth. Notice to De Pere shall be similarly delivered to City of De Pere, City Forester, Forestry Department, 925 S Sixth St, De Pere, WI 54115, Attention: Don Melichar. Notice to

Agreement #23014001

GBMSD shall be similarly delivered to GBMSD, at GBMSD's principal place of business at 2231 North Quincy Street, Green Bay, Wisconsin 54302, Attention: Angela Kowalzek.

15. DISPUTE RESOLUTION; MEDIATION; and then LITIGATION.

Any dispute relating to this Agreement or arising from or out of the Services shall be submitted by the parties to mediation conducted before a single mediator (to be selected by mutual agreement of the parties, or in the absence of agreement, by the American Arbitration Association); provided, however, that the mediation shall be: (i) conducted on an expedited basis with a mediation within sixty (60) days following final identification of the mediator to which the matter is submitted; and (ii) the situs of the mediation shall be Green Bay, Wisconsin. Each party shall bear its own costs and expenses incurred in any mediation held hereunder. If the parties remain unsuccessful in resolving the dispute, each party may pursue other available legal remedies.

Any dispute, after such dispute is submitted to mediation, relating to this Agreement or arising from or out of the Services, may be brought forth in Brown County Court for the State of Wisconsin and/or if applicable, in Federal District Court in Brown County, Wisconsin.

Agreement #23014001

IN WITNESS HEREOF, the parties hereto have duly executed this Agreement effective as of the date first set forth above.

**GREEN BAY METROPOLITAN
SEWERAGE DISTRICT**

By: _____
Thomas W. Sigmund, P.E.
Its: Executive Director

CITY OF DE PERE

By: _____
James G. Boyd
Its: Mayor

By: _____
Carey E. Danen
Its: City Clerk

Attachment: Exhibit 1: Scope of Engagement

This agreement is a subaward made under the Federal Financial Assistance Award 23-DG-11094200-240 between Green Bay Metropolitan Sewerage District (GBMSD) and the USDA, Forest Service, Region 9, State and Private Forestry in the amount of \$294,326, (using a de minimis indirect cost rate) under Great Lakes Restoration Initiative funding, CFDA 10.664 – Cooperative Forestry Assistance. The award was signed September 18, 2023 with a performance period from September 18, 2023 to August 16, 2026. Awarding official contact information: Hannah Milos, U.S. Forest Service, 1992 Folwell Ave, Saint Paul MN 55108, 510-593-1270, hannah.milos@usda.gov.

Exhibit 1 Scope of Engagement

The agreement is in effect through August 1, 2026 and may be extended and modified by mutual agreement by GBMSD and De Pere.

GBMSD will work with the WI Department of Natural Resources, Brown County, the cities of Green Bay and De Pere, the villages of Allouez, Bellevue, Howard, Hobart, and Pulaski, and the Town of Ledgeview to plant 1,860 1-2" caliper trees in the Lower Fox River watershed, a GLRI priority watershed with direct drainage to Green Bay/Lake Michigan. Trees will be planted along streets, in parks, and in agricultural riparian and floodplain areas. This project will result in 372,000 gallons of storm water runoff avoided annually, increased urban tree canopy, and reforestation of riparian corridors.

Each municipality and Brown County shall:

- Assist in preparing a Planting and Maintenance Plan for the overall project, reach consensus on contents and implementation, and agree to its adherence. The planting plan shall emphasize species diversity, the use of native trees, and the use of pollinator-friendly native trees, and will consider the impact of climate change on species range when selecting species to plant.
- Plant trees funded by the grant in each own jurisdiction (as agreed upon at grant application, and as specified on page 1, section 1 of this agreement).
- Protect the planted trees during establishment and maintain them following best practices identified in the Guidance for Landscape Tree Planting (USDA, 2019), the American Standard for Nursery Stock (ANSI Z60.1), the American Standards for Pruning and Transplanting (ANSI A300 Part 1 and Part 6), and the International Society of Arboriculture Best Management Practices for Tree Planting.
- Follow the Tree Maintenance Plan developed during grant application (see attached **Exhibit 2: Tree Maintenance Plan**)
- Ensure project signs are posted at planting sites and all outreach materials and media contracts regarding this project provide project information and purpose, GLRI reference, and logos for NEW Water (GBMSD), USFS, and GLRI.
- Submit to GBMSD appropriate documentation of tree planting and maintenance efforts on at least a yearly basis during the Agreement Term to include number of trees planted, location (lat/long or GPS coordinates), species, size, and date planted.



Forest Service
U.S. DEPARTMENT OF AGRICULTURE

Eastern Region

TREE PLANTING AND MAINTENANCE PLAN TEMPLATE FOR NEWLY PLANTED TREES

USDA Forest Service Great Lake Restoration Initiative Grants

Organizations that plant trees through a U.S. Department of Agriculture, Forest Service Great Lakes Restoration Initiative grant agree to maintain newly planted trees and other vegetation for a reasonable life span, with particular emphasis on the initial 3-year establishment period. Maintenance work may be done by the applicant or partners. This document is a template for summarizing the planting plan and developing a maintenance plan. Use planting and maintenance standards generally accepted by the industry; they can be found in resources such as the [Guidance for Preparing Proposals for Landscape Tree Planting](#) and references cited in that guidance.

Planting Location Name (City, Town, Watershed, etc.): City of De Pere

Grantee: NEW Water

Maintenance Contact: Don Melichar

Email: dmelichar@mail.de-pere.org

Year(s)/Season(s) of Planting: 2023-2024/Spring and Fall

Trees/# Shrubs to be Planted: 250

Type(s) of Plant Stock (e.g., B & B, container, bareroot): Bareroot

Size (average caliper; include details in table on last page): 1-2"

Describe how activities below will be completed. If an activity is not applicable, briefly explain.

1. Tree Planting and Maintenance Personnel

- a. Identify the parties responsible for tree planting and maintenance during the grant period as well as long-term maintenance beyond the life of the grant. Describe the roles of each party.

The City of De Pere Forestry Dept. will be responsible for short and long term maintenance of the planted trees. If trees are planted in the terraces of the City the watering will be the responsibility of the homeowner, but all others will be done by the City.

- b. Describe the experience level of tree planting and maintenance personnel. If volunteers, homeowners, or inexperienced staff will be utilized, they should receive basic training and literature on proper maintenance techniques. Is training needed, and how will you provide it?

N/A. All city forestry staff are experienced urban forestry workers.

- c. When trees are planted on private property, the property owner should sign an agreement to confirm they will maintain and protect the trees and provide access to the organization responsible for planting and maintenance. If applicable, what steps have you taken to ensure maintenance of private property?

No plantings on private property.

- d. How will you periodically confirm tree maintenance work is performed correctly?

Staff will inspect the trees as maintenance activities are performed.

2. Tree Watering Process

Describe in detail how trees will be watered, the time period and frequency of watering, and the source of the water at the planting locations (or how it will be delivered). For the first year, trees should be watered from planting date through September on a weekly basis. Watering may be reduced the 2nd and 3rd years, depending on rainfall and site conditions.

The trees will be watered by City staff on an as needed basis. This may be 2 times a week in very dry periods or a once a week or possibly two if rainy, wet weather persists. We will water them with City vehicles that contain a large water tank that is filled at our office

3. Mulching Trees

Describe how mulch and/or other ground treatments will be used to reduce competing vegetation and improve tree health. Identify quality control measures that will maintain proper mulch depth (2-4" for landscape trees) and keep mulch 1-2" away from the base of the tree trunk.

Trees will be mulched with city ground wood mulch and replenished as needed. The mulch will be 2-4 inches deep with an approximate 3-5 foot ring around it.

4. Staking and Guying Trees

If staking is deemed necessary due to mowing, vandalism, or wind conditions, describe the staking and guying method and materials to be used. Also describe plans (timing and responsible party) for inspection and removal.

Most bare root trees require at least one year of staking. We will return after a year and determine if they can be removed or if additional time is needed. If it is needed we will document and return in 6 months to remove.

5. Checking Tree Health

The grantee will check trees regularly (at minimum every 6-12 months) to identify and address tree health concerns. Indicate who will be inspecting the trees, frequency, the tree inspection process, and what follow-up will occur.

Our Forestry staff will return to any trees in the parks within the timeframe. Any trees planted in the terrace will be monitored by the property owner who will contact the City for advice. Forestry staff will also inspect the trees after 1 year and additionally if concerns are noted.

6. Tree Protection

Young trees may be easily damaged by human activity, animals, equipment, or competition from weeds and invasive plants. Describe how planted trees will be protected.

Tree guards will provided during the winter on all park trees. We also include instruction on proper care of the trees to homeowners when we plant.

7. Pruning

Newly planted trees should need little pruning if they were properly cared for at the nursery. In the first year after planting, remove only dead or broken branches. In later years, weakly attached limbs can be removed, and structural pruning can be done if needed. Describe how any needed pruning will be done.

All trees will be inspected at least once per year and any pruning that needs to be done will be documented and followed up on. Only proper methods of pruning are used by our trained staff.

8. Tree Warranty

Trees planted under contract should include a warranty for replacement (due to poor condition or mortality), unless otherwise stated in the grant narrative. Describe your expected warranty conditions.

Since we buy trees from wholesale nurseries a warranty is typically not given. If a tree fails or appears to be failing we go back and replace those trees in subsequent seasons/years.

9. Tree Replacement

The grantee should be prepared to fully replace all trees that are in poor condition or die prior to the end of the project grant agreement, unless loss is due to natural disaster beyond the control of the project manager or is allowed for in the grant narrative. Describe tree replacement plans.

The City of De Pere will ensure replacement of dead trees prior to the end of the project grant agreement.

10. Planting Summary

Provide a summary of planned tree plantings for the proposed project in the table below. Add lines as needed to capture groupings of trees with similar attributes (e.g. species, size). This summary is not a substitute for a detailed planting plan developed by a qualified professional. The planting summary may be adjusted during project development, but diversity in the summary should be roughly representative of the final planting. Note that projects must avoid installing any state-listed invasive species, including invasives listed as “restricted”, “pending further review”, “non-restricted”, on a watch list, etc.

Location	Species	Size (caliper, in inches, preferred)	Number Planted
Voyageur Park	*See below list	1.5 – 2.0"	54
Legion Park	*See below list	1.5 – 2.0"	56
Southwest Park	*See below list	1.5 – 2.0"	56
Wilcox Park	*See below list	1.5 – 2.0"	56
ROW/street trees	*See below list	1.5 – 2.0"	28

*Tree species planted will include a mix of Hackberry, Kentucky coffeetree, Tulip tree, Iron wood, Turkish Filbert, Skyline Honeylocust, Greenspire Linden, Triumph Elm, Ivory Silk Japanese Tree Lilac. Exempting those listed on the [Wisconsin DNR regulated and non-regulated list](#).

USDA is an equal opportunity provider, employer, and lender.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: November 16, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Staff Update on Comprehensive Outdoor Plan.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: November 16, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Staff Update on Holiday Light Show.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: November 16, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Staff Update on Playground Installations and Openings.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: November 16, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Don Melichar

SUBJECT: Staff Update on NEW Water Tree Grant

ATTACHMENTS:

- Memo to PB regarding NEW Water grant and tree planting plan 11-8-23.doc (DOCX)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Don Melichar, Park Superintendent / Forester
Date: November 8, 2023

RE: **NEW Water USFS Tree Grant Planting Plan**

In 2022 the City was approached by NEW Water about the possibility of partnering with them again to plant trees in the City of De Pere. This partnership was also extended to other communities in the Green Bay area. NEW Water would secure the USFS grant, and the communities would purchase and plant as many trees as they felt they could over a two-and-a-half-year period. NEW Water would then reimburse the communities when the trees were planted, and a map was provided to them showing the locations. As a partner, the City Forestry Department determined that 100 trees per year was an amount that would be reasonable. In October NEW Water informed the City that they had successfully received the grant. It is staff's intention to distribute the trees in the manner previously approved by Park Board in replacing Ash trees that have been removed in the terrace. This original procedure was to offer one no cost tree to a homeowner for every two trees that were lost due to Emerald Ash Borer (if spacing permits according to the city's standards and specifications manual) until all 250 trees have been accounted for. The department will tentatively plan to plant 50 trees in spring and 50 in fall of 2024 to distribute the workload for our forestry crews. Staff will continue our list in 2025 & 2026 (Spring only) in the same manner with the trees that are available. While this will not account for all the lost trees, staff feels it will continue to help build our urban forest back up and mitigate some of the losses. If most of the available trees are not claimed and planted due to lack of interest from residents, staff will bring this issue back to the Park Board for further direction.

Current policy states that trees removed due to most conditions are not replanted unless the homeowner wishes to replace them, and they incur the cost of the tree. Exceptions are removal due to construction projects or if vandalism or accident creates an unsafe condition. In these cases, either the Dept. of Public Works pays for replacement in construction projects or the offending party in the vandalism/accident pays for the replacement.

If you have any questions, please contact me at 920-339-8362.